

SUBLEASE AGREEMENT

THIS SUBLEASE, made and entered into this 15th day of FEBRUARY, 1996, by and between the BOARD OF REGENTS OF THE STATE OF FLORIDA ("BOR") an agency of the State of Florida for and on behalf of FLORIDA INTERNATIONAL UNIVERSITY ("FIU") collectively referred to as LESSOR and the SCHOOL BOARD OF DADE COUNTY, FLORIDA ("DCPS") referred to as LESSEE.

RECITALS

WHEREAS, LESSOR leases a certain parcel of land which is known as the University Park Campus of Florida International University from the STATE OF FLORIDA BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND under Lease Agreement 2727 dated January 22, 1974, as amended, and,

WHEREAS, DCPS wishes to sublease a portion of said land consisting of approximately five acres as legally described on Exhibit "A" hereto ("the Land") for purposes of constructing a new elementary school with ancillary facilities presented designated as State School "D-1" (collectively referred to as "the School," or sometimes as "the Premises") and proximately located and identified as "Demised Premises" on the FIU campus as shown on Exhibit "A-1"; and,

WHEREAS, LESSOR has the right and is willing to sublease the Land to LESSEE for and in consideration of construction of the School and LESSEE's obligation to share use of the School and the Premises with FIU on terms set forth in Exhibit "B", the Memorandum of Understanding executed by the parties on the same date as this

Sublease, and in further consideration of a separate license agreement to be entered into by the parties which permits LESSEE to use additional parcels on FIU's campus for recreational and playground purposes and activities incidental to elementary school programs, attached hereto as Exhibit "C";

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do agree as follows:

SECTION 1. SUBLEASE OF LAND.

(a) LESSOR hereby subleases to the LESSEE the Land subject to the exceptions and conditions which appear of record. LESSOR warrants that it has the full right and authority to enter into this Agreement and that all necessary approvals to the exercise of its authority have been obtained. LESSOR hereby reserves the right unto itself and to grant to others, easements, licenses, rights-of-way and other rights or privileges in the nature of easements to operate, repair, maintain and replace existing, and to lay new power, sewer, water, cable, telephone and fuel lines over, in, or upon said Land, with prior notice to LESSEE and in a manner that causes the least interference to LESSEE's rights and privileges hereunder. LESSOR expressly reserves the air rights over the Demised Premises.

(b) LESSEE accepts the Land in its present condition, "as is." It is understood and agreed that LESSOR has not determined that the Land will safely or adequately support the type of

improvements desired to be erected by LESSEE. If soil, environmental or other similar tests conducted by the LESSEE show to the reasonable satisfaction of LESSEE that the Land cannot be used for construction of the School, then this Sublease along with attached Memorandum of Understanding and License Agreement shall automatically terminate.

SECTION 2. TERM. The term of this Sublease shall commence on the date it is fully executed by both parties and shall expire fifty (50) years from such date unless renewed or sooner terminated as set forth herein. Where permitted by law, this Sublease may be renewed upon the mutual written consent of the parties for an additional forty (40) year term or several renewal terms not to exceed an aggregate of forty (40) years.

SECTION 3. USE OF THE LAND.

(a) The School. The Land shall be used solely for the construction and operation of a publicly owned and operated elementary school. LESSEE's preliminary plans provide for a School which will consist of approximately 87,000 square feet with a projected construction cost ranging from \$8 to \$10 million and designed for a proposed 885 permanent student stations. The School shall at all times be used for the uses and in the manner permitted in this Sublease, in the Memorandum of Understanding and in the License Agreement. Enrollment at the School shall be capped at 885 students at any given time, unless FIU provides prior written consent to an increase in enrollment. LESSEE shall have the right during the existence of this Sublease or any renewals thereof to

construct, name, occupy, maintain, expand, alter, demolish and replace the School and any structures, fixtures, additions, improvements, and signs in, on, upon, or attached to the Premises which are necessary for the full benefit thereof; however, nothing in this paragraph shall be construed to give the LESSEE the right to expand the School building beyond its approved plot configuration or to permanently convert the use of the School for anything other than the operation of a public elementary school.

(b) Substitution of Programs. LESSEE may not change the permanent or predominant use of the School as a public elementary facility without the prior written consent of FIU.

(c) Compliance with Rules and Regulations. LESSEE shall not use or permit the Premises or the School to be used in violation of any valid present or future laws, ordinances, rules or regulations of any public or local governmental authority at any time applicable thereto relating to the environment, sanitation or the public health, safety or welfare and which affect LESSEE's construction activities in, and use of, the Land or the Premises.

(d) Site Preparation. In preparation for construction of the School, LESSEE shall have the right of grading, conditioning and installing drainage facilities, and seeding the soil of the Land, and the removal of all obstructions from the Land which may constitute a hindrance to the construction with the review and approval of LESSOR, which approval shall not be unreasonably withheld.

(e) Restoration. At the expiration of this Sublease, or any extended term thereof, or upon termination thereof at any time prior thereto, LESSEE shall have the obligation to remove all structures and/or permanent improvements erected on the Premises, or at the option of LESSOR, LESSEE may deed fee simple title to all structures and/or permanent improvements to the State of Florida for the benefit of the BOR. If LESSEE removes any of said structures and/or permanent improvements, LESSEE shall restore the Land and/or the Premises to as good condition as that existing at the time of the LESSEE's initial entry upon the Land under this sublease by grading, conditioning and seeding the soil in order to prevent deterioration of the land within one hundred and twenty (120) days after removing said structures or permanent improvements, or within such additional time as may be mutually agreed upon.

SECTION 4. CONSIDERATION.

(a) Rental. LESSEE shall pay to LESSOR, without demand, as and for annual rent the sum of ONE DOLLAR (\$1.00) during the term of this Sublease. Rent for the entire term of this Sublease shall be due and payable in full within fifteen (15) days following the date of commencement of the term of this Sublease. LESSEE shall pay sales tax, if applicable, along with its rent.

(b) Joint Program. As additional consideration for this Sublease, LESSEE agrees to enter into the Memorandum of Understanding attached hereto as Exhibit "B" for a joint program with the LESSOR, of education, research, and public service that

serves the educational and professional needs of the faculty and students of FIU and of the mission of LESSEE.

SECTION 5. PLANS AND SPECIFICATIONS.

(a) Preparation of Plans and Submittal to LESSOR. Following execution of this Sublease, LESSEE shall promptly commence and diligently complete preparation of the plans, specifications, and elevations required for construction of the School. Preliminary and final plans, specifications and elevations shall be submitted to LESSOR when completed for review and approval in accordance with Paragraph 5(b) below. Any plans for construction, expansion, alteration or replacement on the Land or Premises shall be completed by the LESSEE in accordance with the stated standards. LESSEE agrees to revise its plans to incorporate those changes resulting from LESSOR's review process.

(b) Review and Approval of Plans. As used throughout this document, the term "review and approve" shall mean the process of reviewing LESSEE's plans and specifications by FIU on behalf of the BOR to insure that LESSEE's plans and specifications meet or exceed the minimum building standards set by the BOR's State University System Construction Procedures and Cost Containment Guidelines (then in force) or LESSEE's building and/or safety codes, whichever is more stringent, and that the design of the School's elevations are consistent with FIU's campus architectural vocabulary. A copy of the BOR's State University System Construction Procedures and Cost Containment Guidelines shall be made available by the LESSOR to the LESSEE's employees, architects, engineers and/or general

contractor. Phase I of the LESSEE's design process, as well as all subsequent design phases, shall be submitted to the LESSOR for review and approval thereof, the completion of which shall not be unreasonably delayed beyond forty (40) days, concurrent with LESSEE'S own review schedule as set forth in its architect/engineer agreement. If LESSOR's review is not completed within the agreed to forty (40) day period for each phase submittal, then the respective plans shall be deemed to have been approved by the LESSOR and the LESSEE may then proceed to the next design phase. Once the LESSOR has had the opportunity to review Phase I of LESSEE's design process, LESSOR may thereafter review and comment only on those new aspects of plans submitted during subsequent design phases unless it involves non-compliance with the aforementioned BOR criteria. Nothing herein shall be deemed to restrict or limit LESSEE's right or ability to make changes to the plans, specifications, or elevations, as necessary, so long as all substantive changes and change orders are re-submitted to LESSOR for its review and approval, which approval shall not be unreasonably withheld or delayed beyond forty (40) days. It is understood and agreed by the parties that this Sublease and the parties' respective obligations hereunder are contingent upon LESSOR and LESSEE agreeing on plans, specifications and elevations for the School. In the event that the parties cannot agree on plans, specifications and elevations within one (1) year from the date of execution of this Sublease, or within such additional time as may be mutually agreed upon, LESSOR shall have the right to

cancel this Sublease, the MOU and License Agreement by providing written notice of said cancellation to LESSEE. Neither party shall have any further liability or obligation to the other under this Agreement, except as otherwise set forth herein, should the LESSOR exercise its right to cancel this Agreement under this section.

(c) Cost of Plans and Specifications. LESSEE shall pay for the cost of preparation of all final plans and specifications.

(d) Delivery of Final Plans. Two complete sets of final plans and specifications shall be delivered to LESSOR. When the School is completed, "as built" plans and specifications shall be incorporated into this Sublease by reference herein as Exhibit "D".

SECTION 6. CONSTRUCTION OF IMPROVEMENTS.

(a) Commencement of Construction. Subject to the availability of funds, LESSEE shall endeavor to commence construction of the School not later than three (3) years after the date of final approval of the plans (the "Construction Commencement Date").

(b) Consultation, Review, Inspection and Permitting. As required by law, LESSEE agrees to consult with the appropriate state and local government officials, to submit plans for review and approval upon their request, and to allow inspections in accordance with its obligations under this Sublease and as required by state or local law. It shall be the responsibility of LESSEE, at its sole cost and expense, to obtain any and all governmental permits and approvals required to be obtained by it as a condition precedent to the construction of the School.

(c) Early Termination. In the event LESSEE has failed to commence construction of the School by the Construction Commencement Date, or within such additional time as may be mutually agreed upon, LESSOR shall have the right to cancel this Sublease upon written notice to the LESSEE. LESSEE may, upon written notice to LESSOR, terminate this Sublease upon the occurrence of any of the following events:

- (1) When LESSEE has determined it is no longer desirable to build the School on the Land, or
- (2) When LESSEE after due diligence, has determined necessary funding will not be available, or
- (3) When soil environmental or other similar tests conducted by LESSEE show to the reasonable satisfaction of LESSEE that the Land cannot be used for construction of the School.

If this Sublease is terminated or canceled pursuant to this provision, all rights and obligations of the parties hereunder shall cease and be of no further force and effect, and neither party shall have any claim against the other arising hereunder, except as otherwise provided herein.

(d) Notice of Commencement. Upon issuance of the Notice to Proceed to LESSEE's Contractor for construction of the School LESSEE shall deliver to LESSOR a duly executed and recorded Notice of Commencement of construction of the School in form and substance satisfactory to LESSOR, identifying LESSEE as the party for whom the construction work is being performed.

(e) Recording of Memorandum of Sublease and Notice of Commencement. Within ten (10) days of receipt of the Notice of Commencement LESSOR may cause a Memorandum of Sublease to be duly executed by its duly authorized officers, acknowledged and recorded in the Public Records of Dade County, Florida.

(f) Quality of Construction. LESSEE shall expeditiously construct, or cause to be constructed, the School in a good workmanlike manner and substantially in accordance with the final approved plans and specifications agreed to by both parties including major change orders authorized by LESSEE and reviewed and approved by LESSOR in accordance with Paragraph 5(b). "Major change orders" are defined as those change orders which fundamentally alter, or deviate from selected materials, specifications, or plans which have been reviewed and approved by LESSOR. During the course of construction, LESSEE shall take adequate precautions to insure the safety of the University and surrounding general community. LESSEE shall use only such public roads and entrances as determined by LESSOR for ingress and egress to the construction site; LESSEE shall bear any costs associated with the LESSOR's determination of ingress and egress.

(g) Right-of-Entry. After prior reasonable notice to LESSEE, LESSOR shall have the right to enter upon the Land and/or the Premises from time to time at reasonable times during the construction of the School but without interference with said construction to examine the condition and use thereof, to observe work in progress in order to ascertain that the work is progressing

in an orderly manner and that it is being performed substantially in accordance with the final plans and specifications agreed to by both parties, and for other reasonable purposes. Nothing herein shall be deemed to give LESSOR the right to interfere with, change, or stop the work in progress, however, LESSOR does not waive its right to seek termination of this Sublease where LESSEE fails to proceed in accordance with either the final approved plans and specifications or the material provisions of this Sublease. Upon being notified in writing of any such deviation, LESSEE agrees to investigate and correct any work not being completed in accordance with the approved plans and specifications.

(h) Furnishings and Equipment. LESSEE shall, at its own cost, furnish and equip the School and the Premises. LESSEE shall be solely obligated to keep and maintain in good condition and repair the School, its ancillary facilities, parking lots, landscaping and all improvements, fixtures and equipment furnished by LESSEE in and to the School and the Premises.

(i) Utility Connections. LESSEE, at its sole expense, shall bring or cause to be brought to the Land, the School and/or the Premises adequate connections for water, electrical power, storm water drains, sewerage, cable and telephone and shall arrange with the appropriate utility companies for furnishing such services. LESSEE shall not connect to any of the LESSOR's existing or future power, sewer, water, storm, cable, telephone or fuel lines without the LESSOR's express consent. Should LESSEE request and LESSOR permit any such utility connection(s), LESSEE shall bear its share

of the cost of improvements and fees, if any, as a result of the connection(s). Upon the reasonable request of LESSEE, LESSOR will seek to obtain permission from the Department of Environmental Protection and Board of Trustees of the Internal Improvement Trust Fund to grant such easements, licenses, rights-of-way and other rights or privileges in the nature of easements, over, under, through, across or on the Land or the Premises which may be required for the construction or operation of the School and which do not materially impair, damage or disrupt the physical facilities of the LESSOR. Any upgrade, change, or extension of utilities shall be subject to prior written approval of LESSOR, which approval shall not be unreasonably withheld. Additionally, LESSEE shall insure that any electronic equipment or components to be used or operated at the School or on the Premises are compatible with and will not interfere with other equipment or components being used on campus.

(j) Storm Water Drains. Drains or other facilities provided by the LESSEE for the purpose of disposing of storm or other waters shall conform to the requirements of applicable local governmental authorities. LESSEE shall bear any stormwater utility fees or other fees imposed as a result of its construction of improvements on the Premises as a condition to this Sublease.

(k) Sewerage. Where LESSEE is granted permission to connect to some or all of LESSOR's utilities, LESSEE shall at all times use its best efforts to prevent entrance of objectionable quantities of deleterious wastes into LESSOR's sewerage system, storm water

drainage system and conduit system as required by the applicable governmental authority.

(l) Advancing Construction. LESSEE shall advance construction of the School in accordance with an agreed upon construction progress schedule to be prepared by LESSEE. However, LESSEE shall not be responsible for the failure to advance construction, if such failure is due to any of the circumstances enumerated in Section 26(c). In the event of LESSEE's unexcused abandonment of the construction or unreasonable delay in performance of its obligations hereunder, LESSOR shall have the right to terminate this Sublease as provided for herein. "Abandonment" is defined as failure by LESSEE or its contractor to properly man and/or advance construction of the School, without excuse, for a period of one hundred and twenty (120) days.

(m) Concurrency Requirements. LESSEE agrees to submit all necessary documents relating to the construction of the School and accompanying improvements on the Premises, along with its offsite impacts, for concurrency review by the appropriate local government body that regulates land use in accordance with the provisions of Section 235.193, Florida Statutes. Moreover, those recommendations issued by the local governing body and agreed to by the LESSEE, resulting from the aforementioned review, shall be carried out by the LESSEE.

SECTION 7. OWNERSHIP OF IMPROVEMENTS AND SURRENDER OF PREMISES. LESSEE shall, at all times during the term of this Sublease, and during any renewal thereof, have title to the School,

all improvements made and fixtures supplied by it to and in the School. Title to furnishings, equipment and fixtures supplied to and in the School, if any, by LESSOR shall remain with LESSOR regardless of expiration or early termination of this Agreement, whether or not for cause. Upon expiration or early termination of this Sublease or any renewal thereof, title to the School and to all improvements made and fixtures attached to the School shall be transferred to and shall be deemed to be owned by LESSOR.

SECTION 8. LESSOR'S INTEREST NOT SUBJECT TO CERTAIN LIENS.

(a) It is mutually intended, stipulated and agreed that neither the LESSOR'S nor the LESSEE's interests in the Premises may be subjected to liens of any nature arising by reason of the LESSEE's construction of improvements upon or use of the Premises or by reason of any other act or omission of the LESSEE or any person claiming under, by or through the LESSEE, including, but not limited to, mechanics', materialmen's, and judgment liens. All persons dealing with the LESSOR or LESSEE are hereby placed on notice that any improvements constructed upon the Premises are the property of LESSEE and are constructed for the LESSEE's use and benefit during the term of this Sublease. LESSEE has no power, right or authority to subject LESSOR's leasehold interest in the Premises to any mechanics' or materialmen's lien or claim of lien.

(b) Discharging Liens. In the event a lien, claim of lien or judgment is levied against the School or the Premises as a result of an act or omission of LESSEE or any person claiming under, by or through LESSEE, LESSEE shall, upon notice, have ninety (90) days to

release the lien, claim of lien or judgment. LESSEE shall furnish LESSOR satisfactory evidence of having secured the release and, if necessary, record the release in the Office of the Clerk of the Circuit Court, Dade County, Florida.

(c) Bonding and Litigation. IF LESSEE intends to litigate the validity of any lien or claim of lien, then LESSEE shall first post a bond in favor of claimant and obtain the release of the School and the Premises from such lien.

SECTION 9. PLEDGES AND ENCUMBRANCES. Unless otherwise agreed to in writing, neither LESSEE's subleasehold interest in the Land and/or the Premises nor the LESSEE's ownership of the School shall be subject to any encumbrances other than by the leasehold interest created herein, or easements created pursuant hereto. No act taken pursuant to or in furtherance of this Agreement shall be or be construed to be, a pledge of the credit of the State of Florida, or any agency, political subdivision, department or board thereof.

SECTION 10. ASSIGNMENT AND SUBLETTING.

(a) Notice. Except as otherwise agreed to in writing, LESSEE shall not assign, sublet, or transfer any portion of its interest in this Sublease unless in compliance with its terms. If LESSEE requests to assign, sublet or transfer any portion of its interest in this Sublease, LESSEE shall provide written notice of same in advance to LESSOR containing (i) the names and addresses of the proposed assignee(s), sublessee(s), or transferee(s); (ii) the terms and conditions of the proposed assignment, sublease or transfer; and (iii) the nature of the business of the proposed

assignee(s), sublessee(s) or transferee(s). LESSOR shall expressly consent to any proposed assignment, sublet or transfer but will not unreasonably without its consent.

(b) Bound By Terms. Unless otherwise agreed to by the parties, it is expressly understood and agreed that any such assignment, sublease, sale or transfer shall not relieve LESSEE of any of its responsibilities and obligations under this Sublease and that any and all assignees, sublessees or transferee shall be subject to, and bound by all of the applicable terms, covenants and conditions contained in this Sublease, unless LESSOR shall otherwise agree upon the giving of consent.

SECTION 11. LANDSCAPING. LESSEE at its own cost and expense shall install complete landscaping upon the Land, the Premises and the School in a manner agreed to by both parties. LESSEE's landscaping plans shall be submitted to LESSOR for review and approval, which approval shall not be unreasonably withheld, as provided for in Paragraph 6 of this Sublease. LESSEE shall periodically and fully maintain such landscaping, including the lawn surrounding the School, unless otherwise agreed to in writing by the parties.

SECTION 12. PARKING LOTS. LESSEE may, at its own expense, erect a fence or other barrier, to restrict access to the Premises. LESSEE may restrict parking in its lots to persons it authorizes, however, it shall be solely responsible for monitoring enforcement of parking on the Premises. LESSEE shall also be responsible for ensuring that the parking lots on the Premises are maintained in

clean and safe condition and in good repair. LESSEE and its employers, agents and visitors shall have no right to park on LESSOR's property without complying with FIU's parking and traffic regulations.

SECTION 13. TAXES.

(a) Responsibilities. Each party shall be responsible for its respective tax, fee, and license obligations, if any, relating to this Sublease.

(b) Exemption of the Parties. It is believed that LESSOR and LESSEE are exempt from ad valorem taxation on their respective facilities which are used for public purposes. However, should the Premises or any interest therein or improvement thereon ever become subject to any taxes of any kind, as a result of activities conducted by LESSEE, LESSEE agrees to be responsible for any and all such lawful taxes which at any time may be levied by any taxing authority upon the Premises, or any interest in this Sublease, or any possessory right which LESSEE may have in or to the Premises or the improvements thereon by reason of its use or occupancy thereof or otherwise.

(c) Right to Contest. Notwithstanding the foregoing provision, LESSEE shall, after notifying LESSOR of its intention to do so, have the right in its own name or behalf, or in the name and behalf of LESSOR, to contest in good faith by all appropriate proceedings the amount, applicability or validity of any such tax, fee, obligation or assessment, however denominated, and in connection with such contest LESSEE may refrain from paying such

tax, fee, obligation or assessment so long as such contest will not, in the opinion of LESSOR's attorney, subject any part of the Premises to forfeiture or loss, in which event such taxes shall be paid promptly. LESSOR shall, upon request by LESSEE, assist and cooperate with LESSEE in any such proceedings; provided, however, that LESSOR shall have no obligation to incur any cost or expenses in connection with the rendering of such assistance. This provision shall in no way be construed as restricting LESSOR from contesting the legality of such tax, fee, obligation or assessment if it so desires.

SECTION 16. MEMORANDUM OF UNDERSTANDING. Concurrent with the execution of this Sublease, LESSOR and LESSEE shall execute a Memorandum of Understanding, attached hereto as Exhibit "B", which will recognize the mutual programmatic obligations of the parties with respect to the School and the benefits to be derived by each. The Memorandum of Understanding shall be an integral part of the consideration for this Sublease.

SECTION 17. LICENSE AGREEMENT. Concurrent with the execution of this Sublease, LESSOR and LESSEE shall execute a License Agreement, attached hereto as Exhibit "C" which contains terms and conditions under which LESSEE will be authorized to share use of additional parcels and facilities on FIU's campus for recreational and playground activities associated with the operation of the School.

Section 18. NO WAIVERS. No waiver by LESSOR or by LESSEE at any time of any of the terms or conditions of this Sublease

Agreement, or non-compliance therewith, shall be deemed a waiver of the right to insist upon full compliance thereafter.

SECTION 19. INVALIDITY OF SUBLEASE. In the event a suit or other proceeding results in this Sublease Agreement or any part hereof being declared void or invalid the parties hereto agree to enter into renegotiation efforts to arrive at a valid agreement which will be legal and satisfactory to both parties.

SECTION 20. QUIET ENJOYMENT. LESSOR agrees that LESSEE upon observing and keeping the agreements and covenants of this Sublease Agreement to be observed and kept on its part, shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Sublease Agreement, without hindrance from LESSOR or anyone claiming by, through or under LESSOR except as provided in Section 21.

SECTION 21. TERMS BINDING UPON SUCCESSORS. All the terms, conditions and covenants of this Sublease Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto and upon anyone claiming by, through or under the parties.

SECTION 22. CONDEMNATION. In the event that any government, including any agency of the State of Florida other than the BOR, or any corporation, public or private, shall by virtue of eminent domain or condemnation proceedings, or by purchase in lieu thereof, at any time during the term of this Sublease Agreement acquire title to the Premises (which for the purpose of this section only shall include not only the land hereby demised but also the

building(s) and other improvements erected thereon by LESSEE) or acquire title to such substantial portion thereof so that LESSEE cannot make use of the residue for the purposes intended by this Sublease, such acquisition of title shall terminate this Sublease effective as of the date on which the condemning party takes possession thereof. If such taking is subsequent to the commencement of construction of the School, LESSOR and LESSEE shall be entitled to separate awards. Prior to or during construction of the School, if the condemning party acquires title to a portion of the Premises only, and LESSEE can make beneficial use of the residue thereof for the purposes intended by this Sublease, then this Sublease shall continue in full force and effect. The proceeds of condemnation after payment of reasonable attorney's fees and other necessary expenses incurred by either party in connection therewith shall be applied first to the repair of restoration of the improvements by LESSEE in accordance with plans and specifications approved by LESSOR. Any remaining balance of the condemnation proceeds shall be divided between the parties according to the proportion of their ownership or leasehold interests in the Premises which were taken.

It is understood that the foregoing provisions of this Section shall not in any way restrict the right of LESSOR or LESSEE to appeal the award made by any court or other public agency in any condemnation proceeding.

SECTION 23. INSURANCE.

(a) Types of Insurance. LESSEE will obtain and maintain in

full force and effect at all times throughout the term of this Sublease (except as otherwise provided herein) the following:

(1) With respect to any construction in progress, policy or policies of builder's risk insurance to be provided by LESSEE's or its contractor with extended coverage, for full replacement value, with respect to all materials and equipment incorporated into the construction and all materials and equipment on or about the Premises intended for incorporation into the construction; said policy shall be effective from the issuance of a Notice to Proceed through substantial completion. LESSEE shall provide LESSOR with a copy of the general contractor's certificate of insurance as proof of coverage.

(2) Comprehensive general liability coverage either through an insurance policy, a self-insurance program or through the State of Florida's Risk Management Trust Fund within the limits of the State of Florida's waiver of sovereign immunity.

(3) Worker's compensation insurance and any other insurance coverage required by law.

(4) Fire and Contents

(5) Boiler and Machinery

(b) Certificates. Certificates evidencing the coverages required shall be filed with LESSOR, upon request.

SECTION 24. INDEMNIFICATION OF LESSOR. LESSEE shall indemnify and hold the BOR, FIU and the State of Florida and their respective officers, employees and agents harmless to the extent and the amount of the limitations included with Section 768.28,

Florida Statutes, (as amended) from and against any and all claims for wrongful death, personal injury, property loss or damage which may arise from the negligent or intentional acts or omissions of LESSEE, its officers, employees, or agents and from and against any orders, judgments or decrees which may be entered thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of the defense for any such claim, suit or action and the investigation thereof. For purposes of this provision, LESSEE's architects, engineers, general contractor and their employees and/or subcontractors shall be considered agents of LESSEE. Nothing in this Sublease shall be deemed to affect the rights, privileges, and immunities afforded the State of Florida, the BOR, FIU, and DCPS by law.

SECTION 25. TERMINATION FOR BREACH: Failure by a party to perform a material provision of this Agreement, of the Memorandum of Understanding or the License Agreement shall constitute a breach of this Agreement. Upon the occurrence of a breach, a party may terminate the whole or any part of this Agreement by complying with the requirements of this paragraph. The party shall provide notice of the specific provision(s) of this Agreement which it claims has been breached and give the other party a reasonable opportunity to cure its performance. If the other party fails to cure its performance within the time provided, then the party may send a notice of termination, which shall be effective upon receipt. Upon termination of this Agreement, LESSOR and LESSEE shall negotiate a ground sublease which would obligate LESSEE to pay rent to LESSOR

at a new rate based on the fair market rental of the land as determined by an independent appraiser from and after the date of the breach. A termination of the Sublease shall also termination the Memorandum of Understanding and the License Agreement, both of which may be subject to renegotiation.

SECTION 26. PUBLIC SAFETY. While LESSOR maintains its own public safety department, primary responsibility for maintaining the safety and security of property and person shall rest with LESSEE through LESSEE's school police and security force. LESSEE shall coordinate all of its calendar of activities for use of the School with LESSOR to insure the health, safety and welfare of the University Community, the School Community and the surrounding public. LESSEE shall apprise all of its personnel of the need to observe parking and traffic rules while travelling through LESSOR's premises.

SECTION 27. MISCELLANEOUS.

(a) Non-Interference. Each party shall use its best efforts to limit future construction or modification of its facilities programs or services to prevent adversely affecting or interfering with each others' facilities, programs or services.

(b) Laws of Florida Govern. The parties' obligations under this Sublease shall be governed by, and be construed in accordance with, the laws of the State of Florida except where federal law or regulation supersede.

(c) Force Majeure. Except as otherwise expressly provided herein, neither party shall be responsible for any delay in their

respective performances called for under this Sublease Agreement which is caused by acts of God, war, national emergency, labor strike, shortages of material, or local governmental regulations or control.

(d) Entire Agreement. It is mutually acknowledged and agreed by the parties hereto that this Sublease, the Memorandum of Understanding and the License Agreement contain the entire agreement between LESSOR and LESSEE with respect to the construction and operation of, and access to, the School. Any change, modification, release, discharge or waiver of any provision contained in any of these documents shall be of no force, effect, or value, unless it is made in writing and signed with the same formalities as this Sublease Agreement by the party to be bound.

(e) Relationship of the Parties. Nothing herein contained shall be deemed to create a partnership or joint venture, nor shall the relationship between the parties be construed as principal and agent, or other than lessor and lessee. Nothing in this Sublease shall be deemed to give the other party permission to use the names, marks and logos of the other or to trade upon or do business on the credit of the other party.

(f) Memorandum of Sublease. Upon the execution of this Sublease, the parties shall execute a Memorandum of Sublease for recording in a form suitable to LESSOR and to LESSEE.

(g) Captions. The captions of this Sublease are inserted solely for convenience of reference and under no circumstances shall they be treated or construed as part of, or as affecting,

this Sublease.

(h) Contingency Statement. All of LESSOR's and LESSEE's obligations under this Sublease, the Memorandum of Understanding and the License Agreement are subject to and contingent upon appropriate authorization and funding from their respective legislative bodies for the purposes required.

(i) Notice and Delivery. Any notice or items required or desired to be given hereunder, shall be in writing and served or delivered personally, by facsimile, with confirmed receipt, or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to LESSEE: The School Board of Dade County, Florida
c/o Superintendent of Schools
School Board Administration Building
1450 N.E. 2nd Avenue
Miami, Florida 33132

with a copy to:

Division of Site Planning and Government
Liaison
Attention: Executive Director
1444 Biscayne Boulevard, Suite 302
Miami, Florida 33132

If to LESSOR:

Vice President, Business & Finance
University Park Campus
Florida International University
Miami, Florida 33199

with a copy to:

Director
Division of Facilities Management
Florida International University
University Park Campus
Miami, Florida 33199

with a copy to:

Chancellor
Board of Regents
Florida Education Center
Tallahassee, Florida 32399-1950

IN WITNESS WHEREOF, LESSOR and LESSEE have caused this Ground
Sublease to be executed in ten copies, any of which may be
considered an original, the day and year first above written.

THE BOARD OF REGENTS OF THE STATE OF FLORIDA

By: Charles B. Reed
Dr. Charles B. Reed
Chancellor

FLORIDA INTERNATIONAL UNIVERSITY

By: Dr. Modesto A. Maidique
Dr. Modesto A. Maidique
President

THE SCHOOL BOARD OF DADE COUNTY, FLORIDA

By: Betsy H. Kaplan
Betsy H. Kaplan
Chairperson

ATTEST: Octavio J. Visiedo
Superintendent and Secretary

Consented to by the Trustees on 9th day of February, 1996.

Daniel T. Crabb
CHIEF, BUREAU OF LAND MANAGEMENT SERVICES,
DIVISION OF STATE LANDS, DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Approved as to Form and Legality

By: Saul H. Weiser
DEP Attorney

DEMISED PREMISES
(FUTURE SCHOOL SITE)

LEGAL DESCRIPTION

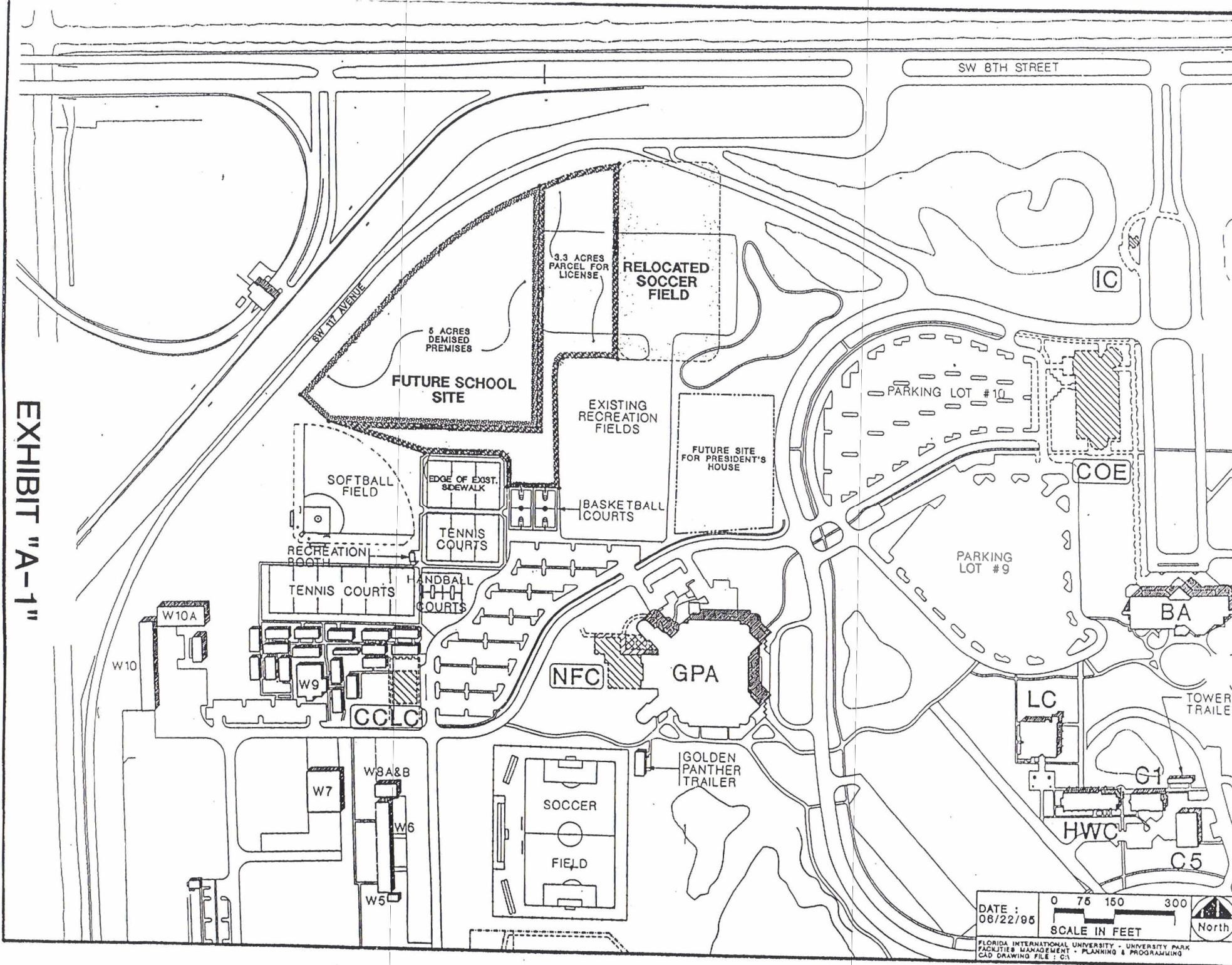
A PORTION OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 54 SOUTH, RANGE 40 EAST, DADE COUNTY, FLORIDA LYING NORTHERLY AND WESTERLY IN THE PROPERTY CONVEYED TO THE STATE OF FLORIDA FOR THE FLORIDA INTERNATIONAL UNIVERSITY SITE AND LYING SOUTHERLY OF THE RIGHT-OF-WAY FOR SW 8th STREET (TAMIAMI TRAIL) AND LYING EASTERLY OF THE RIGHT-OF-WAY OF A PORTION OF THE SW 117th AVENUE - SW 112th AVENUE CONNECTOR IN SAID SECTION 7, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE RUN S 02°19'57"E ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 73.13 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF S.W. 8th STREET (TAMIAMI TRAIL); THENCE RUN S 88°30'56"W ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID SW 8th STREET AND ALONG A BOUNDARY LINE OF THE FLORIDA INTERNATIONAL UNIVERSITY SITE FOR A DISTANCE OF 577.40 FEET; THENCE RUN S 72°15'19"W FOR A DISTANCE OF 285.71 TO A POINT OF INTERSECTION WITH A LINE THAT IS 80.00 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID S.W. 8th STREET, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF AN EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF A PORTION OF SOUTHWEST 117th AVENUE - SOUTHWEST 112th AVENUE CONNECTOR, AS RECORDED IN OFFICIAL RECORDS BOOK 11819, PAGE 1849 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE RUN ALONG THE SOUTH LINE OF SAID EASEMENT S 88°30'56"E A DISTANCE OF 120.35 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 1145.92 FEET, THROUGH A CENTRAL ANGLE OF 25°06'22", FOR AN ARC DISTANCE OF 502.13 FEET ALONG SAID SOUTH LINE TO A POINT ON SOUTHEASTERLY RIGHT-OF-WAY LINE OF SOUTHWEST 117th AVENUE - SOUTHWEST 112th AVENUE CONNECTOR, AS RECORDED IN OFFICIAL RECORDS BOOK 8273, PAGE 245 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE DEPARTING FROM SAID RIGHT-OF-WAY RUN S 00°04'51"W A DISTANCE OF 618.42 FEET TO A POINT; THENCE RUN N 89°55'09"W A DISTANCE OF 430.35 FEET TO A POINT; THENCE RUN N 60°05'19"W A DISTANCE OF 167.61 FEET TO A POINT ON SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF SOUTHWEST 117th AVENUE - SOUTHWEST 112th AVENUE; THENCE RUN ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF SOUTHWEST 117th AVENUE - SOUTHWEST 112th AVENUE - SOUTHWEST 112th N 40°40'36"E A DISTANCE OF 338.10 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1145.92 FEET, THENCE RUN NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 22°43'58", AN ARC DISTANCE OF 454.66 FEET ALONG SAID CURVE TO THE POINT OF BEGINNING.

CONTAINING 5.000 ACRES OR 217,800 SQUARE FEET, MORE OR LESS.

EXHIBIT "A"

EXHIBIT "A-1"



DATE :
06/22/95

0 75 150 300

SCALE IN FEET



FLORIDA INTERNATIONAL UNIVERSITY - UNIVERSITY PARK
FACILITIES MANAGEMENT - PLANNING & PROGRAMMING
CAD DRAWING FILE : C1

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
FLORIDA INTERNATIONAL UNIVERSITY

AND
THE SCHOOL BOARD OF DADE COUNTY, FLORIDA

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 15th day of February, 1996, by and between the FLORIDA INTERNATIONAL UNIVERSITY for and on behalf of the Florida Board of Regents ("FIU") and THE SCHOOL BOARD OF DADE COUNTY, FLORIDA ("DCPS").

RECITALS

WHEREAS, FIU is one of the ten public universities which comprise the State University System of Florida; and

WHEREAS, FIU has a College of Education, whose mission, in part, is to train and educate teachers; and,

WHEREAS, DCPS wishes to sublease land from the State of Florida to construct an elementary school on the University Park campus of FIU; and,

WHEREAS, the establishment of, access to, and programmatic interface with, a public elementary school on FIU's campus would greatly enhance the educational, research and other academic opportunities available to the faculty and students of FIU; and

WHEREAS, DCPS, its staff and programs would equally benefit from the opportunities presented by maintaining a school on the campus of FIU; and,

WHEREAS, the Board of Regents is willing to recommend a sublease of land to DCPS for the purpose of constructing an elementary school on FIU's University Park campus in consideration of this MOU;

NOW, THEREFORE, the parties set forth their mutual understandings and obligations concerning the interrelation of their programs.

ARTICLE 1 - COMMON GOALS AND OBJECTIVES

The parties agree, subject to appropriate funding, to engage in joint programs of education, research, and public service that serve the educational and professional needs of the faculty and students of FIU and fulfill the mission of the

DCPS. The joint programs will consist generally of opportunities for collaborative research and instruction, joint research projects, presentations and participation in collaborative seminars and conferences, and opportunities for student internships, placements and training.

ARTICLE 2 - RELATIONSHIP OF THE PARTIES

During the term of this MOU, each party shall maintain its own staff, budget, facilities, and programs. The officers, employees, and agents of one party shall not be considered to be officers, employees, or agents of the other. Each party shall transact business in its own name.

ARTICLE 3 -RIGHTS AND PRIVILEGES OF FIU

- 3.1 DCPS will encourage and permit its staff from the elementary school to participate in FIU academic activities as they are requested and available. Such activities may include, but are not limited to, course lectures, classes, or University-related seminars and workshops, and joint research in areas that relate to the DCPS's missions. Any DCPS staff that participates in such FIU academic activities will do so voluntarily, without expectation of compensation or privilege (except as described in Article 4) from FIU, unless otherwise agreed to in writing.
- 3.2 Subject to coordination by the school site administration, DCPS shall permit preauthorized FIU faculty and students access to the elementary school premises, for educational and academic purposes.
- 3.3 Access to DCPS premises may be restricted by the Principal of the elementary school or a designee to times and places that will not interfere with its mission or operations. Those FIU faculty and students who have access to DCPS premises shall be required to abide by the rules, regulations, and policies that govern the premises.
- 3.4 FIU may use the elementary school as an affiliated site for undergraduate and graduate students to fulfill internships and obtain training for FIU programs provided such use relates to DCPS's mission during the operating time of the elementary school. Other FIU programs may affiliate with the elementary school upon written approval from the Principal, which approval shall not be unreasonably withheld. A determination as to what constitutes reasonable approval may be appealed to the Superintendent of Schools or his designee.

ARTICLE 4 - RIGHTS AND PRIVILEGES OF DCPS

- 4.1 DCPS may offer qualified school personnel of the elementary school the opportunity to engage in teaching and research

activities at FIU on a volunteer basis apart from the regular work assignment. FIU agrees to accord such designated qualified DCPS personnel the privileges set forth in this MOU, provided such privileges are necessary to accomplish DCPS's mission. Such DCPS personnel shall be entitled to participate in professional development activities including the selection of graduate students, to serve as advisors of graduate students and to serve on graduate student committees. Such service by DCPS personnel shall be voluntary and without tenure or compensation or privilege (except as described in this Article) from FIU, unless otherwise agreed to in writing.

- 4.2 DCPS personnel engaging in teaching and research activities described in paragraph 4.1 above shall be accorded the privilege of using FIU facilities and equipment, provided such use relates to DCPS's mission. Those DCPS personnel who will have access to FIU premises shall be required to abide by the rules, regulations, and policies of FIU.
- 4.3 FIU agrees to encourage its faculty and students to cooperate with DCPS when their assistance is requested by DCPS.

ARTICLE 5 - JOINT RIGHTS AND PRIVILEGES

- 5.1 Each entity reserves the right to refuse its facilities to any person who misuses facilities or equipment or who acts in an objectionable or unprofessional manner, as determined by the host.
- 5.2 Any papers, discoveries, patents, or publicity arising from a collaborative research project under this MOU shall give appropriate recognition to the contribution of each party pursuant to School Board Rule 6Gx13-4C-1.061. The respective duties and obligations of the parties will be determined by separate agreement for each collaborative research project undertaken.

ARTICLE 6 - GENERAL PROVISIONS

- 6.1 This MOU shall become effective on the date following School Board Approval or as soon thereafter as can be facilitated. It shall continue until terminated by mutual agreement or by 60 days written notice of either party. A termination of either the Sublease Agreement or the License Agreement shall automatically terminate this MOU.
- 6.2 The parties shall, on a yearly basis, review their cooperative activities under this MOU.
- 6.3 Nothing herein is intended to conflict with current DCPS or FIU goals and directives. If the terms of this MOU are inconsistent with existing directives of either of the organizations entering into this MOU, then those portions of

this MOU that are determined to be inconsistent shall be invalid; but the remaining terms and conditions not affected by the inconsistency shall remain in full force and effect.

- 6.4 Should disagreement arise on the application or interpretation of the provisions of this MOU or amendments and/or revisions thereto that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to their respective chief executive officers for appropriate resolution.
- 6.5 Termination of this MOU can either be at will or upon failure of either party to observe the terms of the MOU. Notice to terminate because of breach of the terms of this MOU shall be by written notice sent to the parties at the addresses provided in the Sublease Agreement.
- 6.6 The terms of this MOU can be amended or modified upon mutual written agreement of both parties.
- 6.7 Nothing in this Agreement shall be deemed to affect the terms and condition of employment of DCPS employees who are covered by collective bargaining agreements.
- 6.8 The parties agree to enter into separate agreements acceptable to them that are necessary to fulfill the requirements and agreements contained in this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties do cause their authorized officials to sign this Memorandum of Understanding on the date and year indicated.

THE SCHOOL BOARD OF DADE
COUNTY, FLORIDA

FLORIDA INTERNATIONAL UNIVERSITY
for and on behalf of the Board of
Regents

By: Betsy Kaplan
Betsy Kaplan
Chairperson

By: Dr. Modesto A. Maidique
Dr. Modesto A. Maidique
President

By: Octavio Visiedo
Octavio Visiedo
Superintendent

By: Dr. James Mau
Dr. James Mau
Provost

By: Dr. Ira Goldenberg
Dr. Ira Goldenberg
Dean, College of Education

LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of FEBRUARY, 1996, by and between the BOARD OF REGENTS OF THE STATE OF FLORIDA ("BOR") an agency of the State of Florida for and on behalf of FLORIDA INTERNATIONAL UNIVERSITY ("FIU") collectively referred to as "LICENSOR" and the SCHOOL BOARD OF DADE COUNTY, FLORIDA referred to sometimes as "DCPS" or "LICENSEE".

RECITALS

WHEREAS, the parties will enter into a Sublease Agreement ("the Sublease") and a Memorandum of Understanding ("MOU") concerning the construction and operation of a public elementary school facility ("the School") on the premises of FIU; and,

WHEREAS, LICENSEE has requested the sublease of additional land adjacent to or near the School to conduct elementary school recreational programs; and,

WHEREAS, LICENSOR does not have additional land to sublease but is willing to share use of certain parcels and facilities on its University Park campus (referred to collectively as "the Parcels" or individually as "the Parcel") with LICENSEE and to make certain improvements for LICENSEE's benefit under the terms and conditions of this Agreement,

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the parties do agree as follows:

1. License. LICENSOR hereby grants to LICENSEE a limited license for the duration of this Agreement to use the Parcels legally described on Attachment A during the times, and proximately

located on the FIU campus as shown on Attachment A-1, for the purposes and in the manner herein described below. It is understood and agreed that this Agreement does not create a tenancy of any kind and confers no possessory rights in and to the Parcels other than as granted herein. The Parcels are accepted in "as is" condition. The parties may by a separate written agreement add or delete parcels and facilities from those described on Attachment A, as required from time to time.

2. Purpose of License. This license is granted with the express condition that LICENSEE is to use each Parcel solely as a playground/recreation field or recreational facility in conjunction with the operation of the School during school days and hours (or lesser period, as may be mutually agreed to by the parties, each permitted time being referred to in this Agreement as a "Use Period"). For purposes of this Agreement, the term "school days" refers to those days the elementary school is open and operating according to the officially published Dade County School Board school year calendar. The School shall be deemed to be open on school days from 7:30 a.m. to 3:00 p.m. Except as otherwise provided herein, LICENSEE shall have full control over the activities conducted on each Parcel during each Use Period. LICENSEE has inspected each Parcel and has determined that it can be used for the purposes contemplated in this Agreement.

3. Changes to University Facilities for benefit of LICENSEE. In order to accommodate LICENSEE's need for playground/recreational space in conjunction with the School, LICENSOR has agreed to re-

position a soccer field, which shall entail, among other items, relocating light poles and attendant electrical supply sources, creating a new field, demolishing and relocating a portion of an existing jogging path and demolishing all of a roadway, relocation of trees, landscaping and signage and reworking drainage systems (collectively known as "the Improvements"). LICENSEE agrees to pay for the actual costs of such Improvements, which are currently estimated to be \$305,000.00. However, it is understood and agreed that LICENSEE is solely responsible for the costs of the Improvements and that LICENSOR shall bear no part of their expense. LICENSOR shall undertake all contracting and work associated with the Improvements for the benefit of LICENSEE and shall make reasonable efforts to contain costs. LICENSOR shall periodically invoice LICENSEE as the Improvements progress and LICENSEE shall reimburse LICENSOR within thirty (30) days of receipt of invoice.

4. Joint Use of Parcel. It is understood that each Parcel shall be controlled, used and maintained by LICENSOR primarily as collegiate athletic fields or other facilities. LICENSOR shall have control and access to each Parcel for university purposes at all other times than those permitted in Paragraph 2 above. LICENSOR shall have access to each Parcel during LICENSEE's Use Periods upon reasonable notice during the term of this Agreement for purposes of maintenance and inspections. By mutual written agreement, the parties may vary the dates and times for their respective usage of each Parcel. In the event of a conflict regarding need for use of any Parcel, the parties shall use their

best efforts to accommodate the needs of the other by (for example and not by way of limitation) re-scheduling or moving their activities to other places on campus.

5. Prohibited Uses. LICENSEE shall not use or permit the use of any Parcel for any purposes which is noxious, dangerous, injurious, or in any way harmful to the Parcel, or to any persons occupying or using same, including but not limited to through the production or emission of dust, smoke, refuse, gas fumes, noise, fire, radiation, vibration or similar conditions. Additionally, LICENSEE shall not use or permit its employees, agents, or invitees to use any Parcel for storage; parking of vehicles; the holding of flea markets, bazaars, and the like; or for the presentation of concerts, or other entertainment events, whether open only to its own invitees or the public. LICENSEE shall not use any Parcel in violation of any present or future laws, ordinances, rules or regulations of any public or governmental authority which are or become applicable to it. All use of a Parcel by LICENSEE shall be incidental and attendant to operation of the School. Each Parcel shall be kept in a clean and sanitary manner, free from accumulation of trash and debris.

6. Placement of Structures and Equipment. LICENSEE is not permitted to place any permanent playground equipment on, to fence, to excavate, to uncover, or to pave over or blacktop any portion of a Parcel without the prior written consent of LICENSOR. In the event that permission is granted to place structures or equipment on a Parcel, LICENSEE shall be solely responsible for the cost and

risk of same and for all inspections, maintenance and repair attendant thereto. Any placement of structures or equipment on the Parcel shall comply with LICENSEE's building code criteria, or LICENSOR's building and/or safety codes, whichever is more stringent.

7. Duty to Inspect and Report. LICENSEE shall have a duty to inspect each Parcel before and after each Use Period and to immediately report any unsafe, unsanitary, or other deleterious conditions to LICENSOR. Additionally, LICENSEE shall immediately notify LICENSOR of any injuries, accidents, or losses which occur on a Parcel during each Use Period. Any personal property found on a Parcel at the end of each Use Period shall be taken into the custody of the party, which discovered the property. At or prior to the end of each Use Period, LICENSEE shall return each Parcel to LICENSOR in the same condition as it was tendered. LICENSEE shall bear the risk of loss or damage to equipment, goods or other School property brought onto or placed on or about or used on each Parcel, regardless of how said items were lost, damage or stolen.

8. License Payment. LICENSEE shall pay to LICENSOR, without demand, an annual fee of ONE DOLLAR (\$1.00), exclusive of sales tax, during the term of this Agreement. The fee shall be due and payable in full within fifteen (15) days following the date of commencement of the term of this Agreement and every anniversary date thereafter. In addition to the license fee, LICENSEE shall also be responsible for any and all taxes, fees, or expenses which are levied as a result of its use of each Parcel or the activities

conducted thereon.

9. Maintenance Fees. In addition to the annual license fee, LICENSEE shall pay a monthly maintenance fee based upon LICENSOR's actual annualized cost of maintaining each Parcel for and on behalf of LICENSEE. The maintenance fee shall cover routine mowing and trimming, routine clean-up, inspections, and maintenance but shall not include extraordinary expenses such as the costs of lighting any Parcel, extraordinary security, or clean-up or maintenance which is non-routine and results from any use or occupation by LICENSEE. Itemized invoices shall be submitted to LICENSEE's Division of Site Planning and Governmental Liaison , 1444 Biscayne Boulevard, #302, Miami, Florida 33132, to the attention of the Director.

10. Insurance.

(a) Types of Insurance. LICENSEE will obtain and maintain in full force and effect at all times throughout the term of this Sublease (except as otherwise provided herein) the following:

(1) With respect to any construction in progress, policy or policies of builder's risk insurance to be provided by LICENSEE's or its contractor with extended coverage, for full replacement value, with respect to all materials and equipment incorporated into the construction and all materials and equipment on or about the Premises intended for incorporation into the construction; said policy shall be effective from the issuance of a Notice to Proceed through substantial completion. LICENSEE shall provide LICENSOR with a copy of the general contractor's certificate of insurance as

proof of coverage.

(2) Comprehensive general liability coverage either through an insurance policy, a self-insurance program or through the State of Florida's Risk Management Trust Fund within the limits of the State of Florida's waiver of sovereign immunity.

(3) Worker's compensation insurance and any other insurance coverage required by law.

(4) Fire and Contents

(5) Boiler and Machinery

(6) Automobile liability insurance, in the minimum amounts required by state law, unless self-insured in this area.

(b) Certificates. Certificates evidencing the coverages required shall be filed with LICENSOR, upon request.

(c) Self Help. In the event that LICENSEE is not self-insured and shall at any time fail, refuse or neglect to obtain and pay for any insurance required hereunder, LICENSOR may, at its sole option, obtain and pay for such insurance and LICENSEE shall pay LICENSOR upon demand for the cost thereof plus ten percent (10%) thereof (not to exceed \$500.00) for administrative overhead.

11. Assignment. LICENSOR may not at any time assign its privileges under this Agreement or sublet or underlet any Parcel to a person, firm or corporation without prior written consent of LICENSEE. It is expressly agreed between the parties that no assignment, subletting, underletting, or licensing of any Parcel shall in any way relieve LICENSEE of any of its obligations under this Agreement, regardless of whether such act is consented to or

12. Default.

(a) Events of Default. Each of the following shall be an "Event of Default":

(1) If LICENSEE shall fail to pay any sum when it is due and payable under this Agreement for a period of sixty (60) days after receipt of written notice thereof from LICENSEE.

(2) If LICENSEE shall fail to observe or perform one or more of the material terms, conditions, covenants or agreements of this Agreement and such failure shall continue for a period of thirty (30) days (or a period of less time, if reasonably indicated by the circumstances) after receipt of written notice thereof from LICENSOR specifying the failure.

(b) Remedies. If an Event of Default shall occur under this Agreement, LICENSOR may, at any time thereafter, give written notice to LICENSEE stating that the LICENSEE's privileges under this Agreement shall terminate on the date specified in the notice and upon the date specified in such notice, this Agreement and all privileges of LICENSEE hereunder shall terminate.

13. Termination. This Agreement may be terminated for cause as provided for above. This agreement also may be terminated by mutual consent in writing at any other time.

14. Indemnification. LICENSEE shall indemnify and hold harmless FIU, the Board of Regents, and the State of Florida and their respective officers, employees and agents, to the extent and the amount of the limitations provided by Section 768.28, Florida

Statutes, (as amended) from and against any and all claims, damages or causes of action for wrongful death, personal injury, property loss or damage which may arise from the negligent or intentional acts or omissions of LICENSEE, its officers, employees and/or agents and from and against any orders, judgments or decrees which may be entered thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of the defense for any such claim, suit or action and the investigation thereof. For purposes of this provision, LESSEE's architects, engineers, general contractor and their employees and/or subcontractors shall be considered agents of LESSEE. Nothing in the Agreement shall be deemed to affect the rights, privileges and immunities as are afforded FIU, the Board of Regents, the State of Florida and LICENSEE by law.

15. Supply of Services. Except as otherwise specifically agreed to in writing or provided for herein, LICENSOR shall not be required to furnish any additional services or facilities or to make any repairs or alterations in or to any Parcel during the term of this Agreement. Except as otherwise provided in Section 2, FIU shall have full and sole responsibility for the operation and management of each Parcel. LICENSEE shall be solely responsible for providing all alterations and accommodations which are necessary under the Americans with Disabilities Act or any other similar statute for its employees and students to access and utilize the Parcels, except that no major structural improvement or permanent alteration shall be made without the prior written

consent of LICENSOR.

16. Term of Agreement. This Agreement shall become effective upon the date set for substantial completion of the elementary school and shall remain in effect for the same period as the Sublease Agreement. A termination of either the Sublease or Memorandum of Understanding shall act as an automatic termination of this Agreement.

17. Modification. None of the terms and conditions of this Agreement shall be amended except by a written instrument executed with the same dignity as this Agreement.

18. No Waiver. No failure by LICENSOR to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver by LICENSOR of its right to demand strict performance. A waiver of the terms or conditions of this Agreement shall be accomplished only by or through a written instrument executed by LICENSOR.

19. Non Discrimination. LICENSEE shall not discriminate against or deny access to any person on the basis of race, color, religion, national origin, sex, religion, age, disability or handicap, or marital status in its use of any of the Premises.

20. Conference. Not less than once each year, representatives of the parties shall meet and confer to consider operational needs for each Parcel including but not limited to anticipated periods of use and health and safety issues. Representatives of the parties shall also meet upon written request

of any of the parties to resolve any disputes or controversies that may result in connection with the interpretation or enforcement of this Agreement. The decisions made at these meetings shall be reduced to writing and bind the parties. LICENSEE shall be responsible for informing its staff, students and invitees of the decisions reached regarding these matters.

21. Observance of Rules and Regulations. LICENSEE shall be required to observe all statutes, rules, regulations and policies which govern LICENSOR's property, including but not limited to health and safety regulations, and building and fire codes. It is understood and agreed that the FIU Public Safety Department shall exercise primary police authority over the Parcel. FIU's Public Safety Department provides normal routine patrol of all areas of the campus, however, LICENSOR cannot guarantee the safety or security of the School, its employees, agents, invitees or their property.

22. Miscellaneous.

(a) Governing Laws. This Agreement shall be governed by, and be construed in accordance with, the laws of the State of Florida.

(b) Force Majeure. Except as otherwise expressly provided herein, LICENSOR shall not be responsible for any delay in its performances called for under this Agreement which is caused by acts of God, war, national emergency, strikes, shortages of material, or governmental regulations or control. It is understood and agreed that LICENSEE's privilege to use the Parcel may be superseded or suspended in times of emergency.

(c) Time. Time is of the essence in every particular of this Agreement including, but not limited to, obligations for the payment of money.

(d) Notice and Delivery. Any notice required or desired to be given hereunder, or any items required or desired to be delivered hereunder, may be served or delivered personally or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to FIU: Vice President, Business and Finance
Florida International University
University Park Campus
Miami, Florida 33199

with a copy to:

Chancellor
Board of Regents
Florida Education Center
Tallahassee, Florida 32399-1950

If to DCPS: Superintendent of Schools
Dade County Public Schools
1450 N.E. 2nd Avenue.
Miami, Florida 33132

with a copy to:

Division of Site Planning and Government
Liaison
Attention: Executive Director
1444 Biscayne Boulevard, Suite 302
Miami, Florida

or such other address as the party to be served may direct by written notice to the other party.

(e) Entire Agreement. This Agreement, the SubLease and the Memorandum of Understanding contain the entire agreement between the parties with respect to the construction and operation of an elementary school on the premises of Florida International University and these documents supersede all previous negotiations

and representations regarding this subject.

(f) Relationship of the Parties. This Agreement shall not be deemed to create an agency, partnership, or joint venture. LICENSEE shall not represent that it is associated with or acting as an agent of FIU without prior approval of FIU. The officers, employees and agents of LICENSOR shall not be deemed to be officers, employees or agents of LICENSEE and vice versa. Nothing in this Agreement shall be deemed to give the parties the right to use the registered tradenames, marks, and logos of the other without the other's prior written consent. Each party shall transact business on its own name and credit.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in triplicate, any of which may be considered an original, the day and year first shown above written.

THE BOARD OF REGENTS OF THE STATE OF FLORIDA

By: Charles B. Reed
Dr. Charles B. Reed
Chancellor

ATTEST: May Anne Beskebrautje
Corporate Secretary

FLORIDA INTERNATIONAL UNIVERSITY

By: Dr. Modesto A. Maidique
President

SCHOOL BOARD OF DADE COUNTY, FLORIDA

By: Betsy H. Kaplan
Betsy H. Kaplan
Chairperson

ATTEST: Octavio J. Visiedo
Superintendent

RECREATION FIELD
(AREA COVERED BY LICENSE AGREEMENT)

LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 54 SOUTH, RANGE 40 EAST, DADE COUNTY, FLORIDA LYING NORTHERLY AND WESTERLY IN THE PROPERTY CONVEYED TO THE STATE OF FLORIDA FOR THE FLORIDA INTERNATIONAL UNIVERSITY SITE AND LYING SOUTHERLY OF THE RIGHT-OF-WAY FOR SW 8th STREET (TAMIAMI TRAIL) AND LYING EASTERLY OF THE RIGHT-OF-WAY OF A PORTION OF THE SW 117th AVENUE - SW 112th AVENUE CONNECTOR IN SAID SECTION 7, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 7; THENCE RUN S 02°19'57"E ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 73.13 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF S.W. 8th STREET (TAMIAMI TRAIL); THENCE RUN S 88°30'56"W ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID SW 8th STREET AND ALONG A BOUNDARY LINE OF THE FLORIDA INTERNATIONAL UNIVERSITY SITE FOR A DISTANCE OF 577.40 FEET; THENCE RUN S 72°15'19"W FOR A DISTANCE OF 285.71 TO A POINT OF INTERSECTION WITH A LINE THAT IS 80.00 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID S.W. 8th STREET, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF AN EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF A PORTION OF SOUTHWEST 117th AVENUE - SOUTHWEST 112th AVENUE CONNECTOR, AS RECORDED IN OFFICIAL RECORDS BOOK 11819, PAGE 1849 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE RUN ALONG THE SOUTH LINE OF SAID EASEMENT S 88°30'56"E A DISTANCE OF 120.35 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CIRCULAR CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1145.92 FEET, THROUGH A CENTRAL ANGLE OF 14°25'07". FOR AN ARC DISTANCE OF 288.38 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE DEPARTING FROM SAID EASEMENT RUN S 00°04'51"W A DISTANCE OF 514.28 FEET TO A POINT; THENCE RUN N 89°55'09"W A DISTANCE OF 146.35 FEET TO A POINT; THENCE RUN S 00°04'51"W A DISTANCE OF 330.00 FEET TO A POINT; THENCE RUN N 89°55'09"W A DISTANCE OF 120.00 FEET TO A POINT; THENCE RUN N 00°04'51"E A DISTANCE OF 67.63 FEET TO A POINT; THENCE RUN N 44°55'09"W A DISTANCE OF 15.00 FEET TO A POINT; THENCE RUN N 89°55'09"W A DISTANCE OF 230.14 FEET TO A POINT; THENCE RUN N 60°05'19"W A DISTANCE OF 140.71 FEET TO A POINT; THENCE RUN S 89°55'09"E A DISTANCE OF 430.35 FEET TO A POINT; THENCE RUN N 00°04'51"E A DISTANCE OF 618.42 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF SOUTHWEST 117th AVENUE - SOUTHWEST 112th AVENUE CONNECTOR, AS RECORDED IN OFFICIAL RECORDS BOOK 8273, PAGE 245 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; SAID POINT BEING A POINT ON A CIRCULAR CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIAL BEARING OF S 26°35'26"E AND A RADIUS OF 1145.92 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10°41'15", FOR AN ARC DISTANCE OF 213.75 FEET ALONG SAID CURVE TO THE POINT OF BEGINNING.

CONTAINING 3.300 ACRES OR 143,748 SQUARE FEET, MORE OR LESS.

ATTACHMENT "A"

SW 8TH STREET

IC

COE

BA

TOWER TRAILER

C1

HWC

C5

LC

PARKING LOT #10

PARKING LOT #9

DATE: 06/22/06
SCALE IN FEET
0 75 150 300
North

FLORIDA INTERNATIONAL UNIVERSITY - UNIVERSITY PARK
FACILITIES MAINTENANCE - PLANNING & PROGRAMMING
CAD DRAWING FILE 1.C

RELOCATED SOCCER FIELD

3.3 ACRES
PARCEL FOR
LICENSEE

FUTURE SITE
FOR PRESIDENT'S
HOUSE

EXISTING
RECREATION
FIELDS

BASKETBALL
COURTS

GPA

NFC

GOLDEN
PANTHER
TRAILER

SOCCER
FIELD

FUTURE SCHOOL
SITE

6 ACRES
DEMISED
PREMISES

EDGE OF EXIST.
SIDEWALK

TENNIS
COURTS

HANDBALL
COURTS

SOFTBALL
FIELD

RECREATION
BOOTH

TENNIS
COURTS

CCLO

W8A&B

W6

W5C

W7

W10A

W10