ATTACHMENT "B"

NON-EXCLUSIVE LEASE AGREEMENT

THIS NON-EXCLUSIVE LEASE AGREEMENT (the "**Agreement**"), is made and entered into this _____ day of _____, 20____, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida (hereinafter referred to as the "**LESSOR**"), and _____ (hereinafter referred to as the "**LESSEE**"). The LESSOR and LESSEE are sometimes referred to in this Agreement individually as "**Party**" and collectively as the "**Parties**".

WITNESSETH:

WHEREAS, LESSOR covenants that it holds the necessary legal right, title and interest in that certain property, as described below, to convey good and marketable leasehold title to LESSEE; and,

WHEREAS, Miami-Dade County Public Schools (the "**District**") issued Invitation to Bid No. 018-PP10 ("**ITB**") for the commercial leasing of the parking facilities at the corner of N.E. 14 Street and N.E. 2 Avenue, Miami, Florida; and

WHEREAS, LESSEE submitted a response to the ITB dated _____, 2013 ("**Proposal**"), and was deemed the successful bidder pursuant to the terms of the ITB; and

WHEREAS, all terms and conditions of the ITB, as well as the representations contained in LESSEE'S Proposal, are incorporated herein by reference; and

WHEREAS, The School Board of Miami-Dade County, Florida, in accordance with Board Action No. _____, at its meeting of _____, 2013, awarded the ITB to LESSEE to allow LESSEE to use and occupy the DEMISED PREMISES, as defined below, for commercial parking purposes, pursuant to the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the Sum of Ten and No/100 Dollars ($10.00), the restrictions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LESSOR does hereby lease to the LESSEE the following described property, as more particularly depicted in **Exhibit "A"** attached hereto and made a part hereof (the "**DEMISED PREMISES**"):

Non-assigned and non-exclusive use of the parking facilities at the corner of N.E. 14 Street and N.E. 2 Avenue, as further described by folio numbers 01-3136-014-0020 and 01-3136-014-0010, containing a total of approximately one hundred twenty-five (125) parking spaces.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO THE FOLLOWING:

I.

RECITALS

The above recitals are true and correct and are incorporated herein by reference.

II.

TERM

LESSEE must execute and return this Agreement within ten (10) business days of its receipt from LESSOR. LESSEE'S failure to execute and return the Agreement within the designated time period shall cause LESSEE to be in default, and may, at LESSOR'S sole option, render the contract award to LESSEE null and void.

The term of this Agreement shall be for a period of one (1) year commencing upon LESSEE obtaining all necessary licenses, permits, use approvals or other approvals as required for the use of the DEMISED PREMISES by the local government or other governmental agencies pursuant to paragraph X of this Agreement. LESSEE expressly agrees that it shall not operate or use the DEMISED PREMISES until it has obtained all required licenses, permits, certificates, use approvals and/or other approvals and same have been provided to and approved by LESSOR. This Agreement shall commence _____, 20___ (the "**Commencement Date**"), and shall end _____, 20___. The LESSOR shall provide LESSEE with written notice indicating the Commencement Date of this Agreement, which shall occur on the date that LESSEE fulfills, to the LESSOR'S satisfaction, all pre-conditions of the Agreement, including, without limitation, obtaining all necessary licenses, certificates, permits, use approvals or other approvals as required for the use of the DEMISED PREMISES by the local government or other governmental agencies. The Commencement Date shall also be defined as the **Effective Date** hereof.

III.

RENTAL RATE

The total annual rental rate shall be $_____, payable to LESSOR in twelve (12) monthly installments of $_____, with the first payment due and payable on the Commencement Date of the Agreement, and on the first day of each month thereafter without demand.

If LESSEE fails to pay rent on or before the rental due date, LESSEE shall be required to pay a late fee to LESSOR at an Annual Percentage Rate of Prime Rate, as published in the Wall Street Journal in the week where the default takes place, plus two (2) percent, in addition to the past due rent amount. Failure of LESSEE to make timely payments and/or pay the late fee shall constitute a default whereby the LESSOR, irrespective of Article XXV of this Agreement, may immediately terminate this Agreement.

All payments shall be made payable to **The School Board of Miami-Dade County, Florida**, and shall be remitted, without demand, to the following location:

Miami-Dade County Public Schools
Planning, Design & Sustainability
Attention: Executive Director
1450 N.E. 2nd Avenue, Room 525
Miami, Florida 33132

IV.

CITY OF MIAMI PARKING SURCHARGE

In addition to payment of rent to LESSOR, LESSEE shall make the required parking surcharge payments each month in compliance with the provisions of the City of Miami Ordinance 11813, as it may be amended ("**Parking Surcharge Ordinance**"), and shall comply with all provisions of the Parking Surcharge Ordinance, including, without limitation, submitting all documentation required by the Parking Surcharge Ordinance. In addition, LESSEE shall submit to LESSOR, on the first day of each month, an original City of Miami Parking Surcharge Payment Acknowledgement and Certification signed by LESSEE ("**Surcharge Payment Certification**"), in conformance with **Exhibit "B"** attached hereto and made a part hereof, certifying that LESSEE has made the required Parking Surcharge payment for the previous month, as required under the Parking Surcharge Ordinance. LESSEE shall also submit each month to LESSOR a copy of the

Parking Surcharge payment check, together with the signed Surcharge Payment Certification as described above. LESSEE'S failure to comply with the Parking Surcharge Ordinance shall cause LESSEE to be in default, and LESSOR may, at its sole option, terminate this Agreement, which termination shall be effective on the date stipulated by LESSOR.

V.

USE OF DEMISED PREMISES

LESSEE shall have non-exclusive use of the DEMISED PREMISES for the purpose of providing commercial parking services and for no other purpose. LESSEE covenants and agrees to accept the DEMISED PREMISES in its "as-is", "where-is" condition and basis with all faults as of the Commencement Date of this Agreement, and LESSOR makes no representations or warranties of any type or nature whatsoever, either expressed or implied, as to the usefulness, physical condition or appropriateness of the DEMISED PREMISES for LESSEE'S operations or any specific use. LESSEE, by executing this Agreement, acknowledges that LESSOR has made no representations whatsoever regarding the DEMISED PREMISES. LESSEE represents that it is relying and will continue to rely solely on LESSEE'S own investigations in its decision to lease the DEMISED PREMISES, and LESSEE further acknowledges and agrees that the LESSOR shall not indemnify the LESSEE in any way with respect to the DEMISED PREMISES. The provisions of this paragraph shall survive the expiration, or early termination or cancellation of this Agreement.

Should the LESSEE wish to enter into a contract to provide valet or combined self/valet parking services, the LESSEE shall submit a written request to LESSOR and LESSOR, or its designee, shall review any valet or combined self/valet parking arrangement the LESSEE may offer in order to assure compliance with School Board Policies and rules. Where a valet or combined self/valet parking arrangement, in LESSOR'S sole discretion, is deemed not to be in the best interest of the District, the LESSOR, or its designee, may refuse, without cause, permission to allow valet or combined self/valet parking on the DEMISED PREMISES. <u>LESSEE acknowledges and agrees that use of the parking lot for valet or combined self/valet parking services may be restricted or prohibited by the City of Miami or other jurisdictional entities, and it is LESSEE'S sole responsibility to determine the requirements, restrictions and limitations imposed by the City of Miami or other jurisdictional entities, and to conduct such due</u>

diligence required for this purpose, prior to the submittal of its bid. LESSEE expressly agrees that the DEMISED PREMISES shall not be used to satisfy off-street parking or concurrency requirements for any business establishment. All uses shall be limited to evenings, weekends and holidays observed by the LESSOR. The hours available to the LESSEE for the operation of the DEMISED PREMISES shall be:

Monday-Thursday	6:00 p.m. through 6:00 a.m.
Weekends	6:00 p.m. Friday through 6:00 a.m. Monday
Holidays	6:00 p.m. of previous day through 6:00 a.m. of the following day for those holidays observed by the administrative offices of the District (which may be different than school holidays, teacher planning days, etc.)

It is expressly understood that the above hours of use are the maximum authorized by LESSOR. LESSEE acknowledges and agrees that the hours of use may be further limited by the City of Miami or other jurisdictional entities, and it is LESSEE'S sole responsibility to determine the requirements, limitations and restrictions imposed by the City of Miami or other jurisdictional entities, and to conduct such due diligence required for this purpose, prior to submittal of its proposal.

On all days that District administrative offices are open, LESSEE shall vacate the DEMISED PREMISES by 6:00 a.m., including removal of LESSEE'S patron's vehicles, if necessary. LESSEE shall remove said vehicles from the DEMISED PREMISES using all lawful means, and may post signs on the DEMISED PREMISES to facilitate same, at LESSEE'S sole cost and expense, after securing approval from the District Administrator as to size and placement and in full compliance with municipal signage ordinances, if applicable. LESSEE may contract directly with a towing company for removal of unauthorized vehicles from the DEMISED PREMISES during LESSEE'S period of use. In such event, LESSEE shall provide a copy of such contract to the LESSOR, and agrees to indemnify and hold harmless the LESSOR, its employees and representatives, from any and all liability, damages and claims relating to such towing or towing contract. Similarly, LESSEE shall cause the towing company to indemnify and hold harmless the LESSOR, its employees and representatives, from any and all liability, damages and claims relating to such towing or towing contract. The LESSEE agrees, at LESSEE'S own cost and expense, and upon written request by the BOARD, 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 performance under this Agreement or under the towing contract.

Any vehicles remaining on the DEMISED PREMISES after 6:00 a.m. may be removed by the LESSOR at LESSEE'S expense, which LESSEE agrees to pay upon demand of LESSOR. In addition, LESSEE shall secure and lock all gates of the DEMISED PREMISES at the end of each daily period the LESSEE has use of the DEMISED PREMISES. LESSEE'S use shall be coordinated with the District Administrator and shall be suspended in the event the District requires the use of the DEMISED PREMISES for any reason during the above-mentioned hours of operation, and at no time may LESSEE'S use of the DEMISED PREMISES disrupt or interfere with District staff use of the DEMISED PREMISES for School Board meetings or other special events. Employees of LESSOR who are parked within the DEMISED PREMISES at the time LESSEE'S period of use begins may continue to do so without charge or penalty.

LESSEE shall provide, within ninety (90) days after the execution of this Agreement, any and all information requested by LESSOR in order for LESSOR to determine, in LESSOR's sole discretion, whether to proceed with this Agreement. Should the LESSEE not provide such information or should the LESSOR determine that the continuation of this Agreement is not in its best interest, then this Agreement may be immediately terminated by LESSOR with no compensation due LESSEE.

In the event LESSOR requires use, on an interim basis, of portions of the DEMISED PREMISES due to construction at the DEMISED PREMISES or other related District purposes, the Parties agree that the number of parking spaces within the DEMISED PREMISES available for LESSEE'S use may be reduced, for a prescribed period of time, with a corresponding reduction in rent. In such event, LESSOR shall provide written notice to LESSEE identifying the number and location of the parking spaces unavailable for LESSEE'S use, and advising of the effective date of the parking space and rent reduction. The number of parking spaces, location and duration of need may be modified from time to time by the LESSOR, at the LESSOR'S sole discretion, as the project progresses. The monthly rent paid by LESSEE at the time of such parking space reduction shall be reduced in proportion to the number of parking spaces made unavailable for use by LESSEE during the period of reduction. LESSOR shall provide written notice to LESSEE advising that the identified parking spaces within the

DEMISED PREMISES are again available for use by LESSEE, and the rental amount paid by LESSEE shall increase to the rental rate for use of the entire DEMISED PREMISES then in effect.

VI.

SUPERVISION

LESSEE shall supervise the DEMISED PREMISES at all times during its period of use. The DEMISED PREMISES shall be attended at all times, at LESSEE'S sole cost and expense, by at least one uniformed parking attendant, and if necessary, by such additional personnel as may be required to comply with the terms of this Agreement, and to maintain the DEMISED PRMISES safe and secure. In addition, LESSEE shall secure and lock the entrance gates of the DEMISED PREMISES at the end of each daily period of use. If at any time during its period of use LESSEE closes the DEMISED PREMISES prior to LESSEE'S advertised hours of operation, LESSEE may not discontinue on-site supervision of the DEMISED PREMISES if patron vehicles are parked within the DEMISED PREMISES. LESSEE shall not permit loitering or assembly by any persons within the DEMISED PREMISES, and shall comply with all applicable laws, including without limitation, applicable School Board Policies.

VII.

USE OF DEMISED PREMISES BY OTHER AGENCIES

The LESSOR may allow other governmental agencies and nonprofit corporations to use space within the DEMISED PREMISES during the LESSEE'S period of use under such rules and regulations as may be promulgated by the LESSOR for the provision of services to the community.

VIII.

ASSIGNMENT AND SUBLETTING

LESSEE shall not assign or sublet, in whole or in part, transfer, mortgage, pledge, hypothecate or otherwise dispose of this Agreement during the term hereof including any extensions or renewals. In addition, LESSEE shall not allow any other individual or entity to operate or manage the DEMISED PREMISES. Any assignment, sublet or otherwise, shall constitute a default under this Agreement, and may result, at LESSOR'S sole option, in the in the automatic termination of this Agreement, irrespective of Article XXV of this Agreement.

IX.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

LESSEE and LESSOR shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, School Board Policies, Federal, State and Local Governments, the Americans with Disabilities Act, the Florida Building Code and the Jessica Lunsford Act, as the same may be further amended from time to time, and to the extent required by applicable law and/or this Agreement.

It is expressly agreed that LESSEE shall obtain all necessary licenses, certificates, permits, use approvals and other approvals as required for use of the DEMISED PREMISES by the local government or other governmental agencies. LESSEE expressly agrees that it shall not operate or use the DEMISED PREMISES until it has obtained all required licenses, certificates, permits, use approvals and other approvals are obtained and same have been reviewed and approved by LESSOR. LESSEE further agrees that all costs for or associated with complying with local parking lot ordinances, securing licenses, permits, certificates, use approvals and other approvals, including but not limited to application fees, advertising costs, surveyor costs, plan review fees, permit costs and licensing costs and any other additional charges or surcharges required by the local government or other governmental agencies, shall be paid by LESSEE. LESSEE shall provide LESSOR with such documentation required by LESSOR, verifying payment by LESSEE of any and all required fees and/or parking surcharges and compliance with all local parking lot ordinances or other rules or regulations required by the local government or other governmental agencies. LESSEE'S failure to provide such proof of payment or other documentation within the time period required by LESSOR shall cause LESSEE to be in default, and may, at LESSOR'S sole option, render the Agreement null and void. If LESSEE fails to obtain all licenses, permits, certificates, use approvals and other approvals as required by the local government or other governmental agencies within ninety (90) days of LESSEE'S receipt of the Agreement from LESSOR, or if, within said time period, LESSEE fails to provide written notice to LESSOR indicating the status of LESSEE'S licenses, permits, certificates, and approvals and providing a date, agreeable to LESSOR, by which such licenses, permits, certificates and approvals will be obtained, LESSOR may, at its sole option, terminate this Agreement with no compensation due to LESSEE.

X.

MAINTENANCE

LESSEE shall provide, at LESSEE'S sole expense, all repair, maintenance and upkeep of the DEMISED PREMISES as is necessary to keep the DEMISED PREMISES in good order and repair, and in the same or better condition as existed before the execution of this Agreement. Such maintenance shall include, but is not limited to, repair of pavement, striping parking stalls and curbs, security lighting beyond that which is required to serve the District's needs and repair of facilities damaged due to vandalism or graffiti. Maintenance and cleaning of the DEMISED PREMISES, including litter pick-up and removal, shall be performed by the LESSEE at the end of each daily period the LESSEE has use of the DEMISED PREMISES. Any repairs or improvements of the DEMISED PREMISES required as pre-conditions to licensing, including without limitation, landscaping, pavement repairs, striping parking stalls and curbs, curb repairs, installing signage, and any other reasonable repairs or improvements required by the City of Miami or other governmental or jurisdictional entities, shall be done only with LESSOR'S prior approval, and at LESSEE'S sole cost and expense.

Should any portion of the DEMISED PREMISES become damaged or in disrepair, where LESSOR is responsible to repair same, LESSEE agrees to promptly notify LESSOR in accordance with the notice provision set forth under paragraph XXVI(A) of this Agreement. LESSEE'S failure to properly notify LESSOR of such damage or disrepair or LESSOR'S failure to promptly repair the damaged item shall, in no event, entitle LESSEE to withhold all or any portion of the rent due hereunder.

XI.

NO LIABILITY FOR PERSONAL PROPERTY

LESSOR and LESSEE agree to insure or self-insure their respective interests in personal property to the extent each deems necessary or appropriate and hereby mutually waive all rights to recovery for loss or damage of such property by any cause whatsoever. LESSOR and LESSEE hereby waive all rights of subrogation under any policy or policies they may carry on property placed or moved on the DEMISED PREMISES.

XII.

INDEMNIFICATION AND HOLD HARMLESS

LESSEE does hereby agree to indemnify, defend and hold harmless LESSOR, its members, officers and employees, from and against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature, including, but not by way of limitation, claims for property parked or stored on the premises, liabilities, damages, losses, claims and causes of action, fees, costs, including attorney's fees and court costs, which may arise from or in connection with LESSEE'S use of the DEMISED PREMISES, whether vacant or occupied, or for any and all claims, causes of actions, losses, liabilities or damages arising from or in connection with this Agreement. This provision shall survive expiration or early termination or cancellation of this Agreement.

XIII.

LIABILITY FOR DAMAGE OR INJURY

The LESSOR shall not be liable for any damage or injury which may be sustained by the LESSEE or any persons in, on or about the DEMISED PREMISES, of any nature whatsoever, 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, to the limits of Section 768.28, Florida Statutes, as same may be amended from time to time. Without limiting the foregoing, LESSOR shall have no responsibility or liability whatsoever for any loss or damage to any of the improvements or to LESSEE'S fixtures, equipment or other property, if any, or those of any person claiming through the LESSEE, if any, real or personal on, in or about the DEMISED PREMISES. This provision shall survive the expiration, cancellation or early termination of this Agreement.

XIV.

INSURANCE

LESSEE shall provide LESSOR with proof of commercial general liability insurance in the amount of one million dollars ($1,000,000) naming The School Board of Miami-Dade County, Florida, its employees and agents, as additional insured. Proof of coverage shall be provided to LESSOR on an original certificate of insurance endorsed to reflect a minimum sixty (60) day advanced notice of cancellation. The certificate of insurance shall be delivered to LESSOR on or before the Commencement Date of this

Agreement, and LESSEE shall furnish LESSOR evidence of renewals of such insurance policy no less than thirty (30) days prior to the expiration of the then current policy.

XV.

DAMAGE OR 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 to the extent that the DEMISED PREMISES are rendered untenable or unfit for the purpose intended, LESSOR may, at LESSOR'S sole option, either cancel this Agreement by giving written notice to the LESSEE, or repair the damaged/destroyed facilities, at LESSOR'S expense. If LESSOR opts to repair or replace the damaged/destroyed facilities, then LESSOR shall cause the damaged/destroyed facilities to be repaired or replaced, and placed in a safe, secure and useable condition within one hundred eighty (180) days from the date of such damage or destruction, or other reasonable time period as mutually agreed to by the Parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs and available funding for such repairs. Should the damaged/destroyed facilities not be repaired and rendered tenantable within the aforementioned time period, then LESSEE may, at its sole option, cancel this Agreement by giving written notice to the LESSOR.

LESSOR and LESSEE agree that in the event of cancellation of the Agreement due to damage and destruction, LESSEE shall surrender the DEMISED PREMISES to LESSOR in compliance with Article XX of this Agreement.

Any damage or destruction sustained to the DEMISED PREMISES as a result of LESSEE'S actions shall be repaired by LESSEE at LESSEE'S sole cost and expense.

XVI.

CANCELLATION

LESSOR shall have the right to cancel this Agreement at any time, without cause or penalty, by giving the LESSEE written notice at least thirty (30) days prior to the effective date of said cancellation.

XVII.

OPTION TO RENEW

The term of this Agreement may be extended at the sole option of LESSOR for two (2) additional terms of one (1) year each, provided LESSEE gives written notice to

the LESSOR requesting renewal no later than ninety (90) days prior to the expiration of the then current term. The rental rate for each one-year renewal term shall be adjusted by either an eight percent (8%) increase over the previous year's rental rate or by the increase in the United States Consumer Price Index (for all urban consumers) in effect sixty (60) days before the anniversary of the Commencement Date of this Agreement, whichever is greater.

XVIII.

PEACEFUL POSSESSION

Subject to the terms, conditions and covenants of this Agreement, LESSOR agrees that LESSEE shall have and may peaceably have, hold, and enjoy the DEMISED PREMISES without hindrance or interference by LESSOR.

XIX.

LESSOR'S RIGHT OF ENTRY

LESSOR, or any of its agents, representatives or employees, shall have the right to enter upon said DEMISED PREMISES at any time to examine the same. Said right of entry shall likewise include the right to remove placards, signs, fixtures, alterations or additions which do not conform to the policies established by the LESSOR.

XX.

SURRENDER OF PREMISES

LESSEE agrees to promptly and peacefully surrender and deliver possession of the DEMISED PREMISES to LESSOR, at the expiration, termination or cancellation of this Agreement or any extension thereof, or at the request of LESSOR to satisfy operational or public health, safety or welfare needs, in good order and repair and in as good condition as existed on the Commencement Date of this Agreement, ordinary wear and tear, or decay and damage by fire, windstorm or other Acts of God, excepted. LESSEE shall be required to promptly remove all of LESSEE'S personal property and other items belonging to LESSEE from the DEMISED PREMISES, including, without limitation, any signage installed by LESSEE. LESSEE shall promptly return all keys and other items to LESSOR and shall coordinate with 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 the expiration, termination or cancellation of this Agreement shall be considered abandoned.

XXI.

AMENDMENTS

LESSOR and LESSEE, by mutual agreement, shall have the right, but not the obligation, to amend this Agreement. Such amendments shall be effective only when signed by both LESSOR and the LESSEE and shall be incorporated as part of this Agreement.

XXII.

CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced according to the laws of the State of Florida and the venue for any disputes shall be Miami-Dade County, Florida.

XXIII.

SEVERABILITY

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

XXIV.

WAIVER

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

XXV.

DEFAULT

Unless otherwise provided to the contrary in this Agreement, LESSOR shall provide LESSEE with written notice of any failure to perform or comply with the terms and conditions contained herein to be performed by LESSEE. If LESSEE fails to cure said default within thirty (30) days of receipt of written notice, LESSOR shall have the right to terminate this Agreement, which termination will be effective immediately and without further notice. Upon said termination, LESSOR shall have the right to enter and take immediate possession of the DEMISED PREMISES.

XXVI.

NOTICE AND GENERAL CONDITIONS

A. All notices or communications under this Agreement by either Party to the other shall be sufficiently given or delivered if dispatched by (1) certified U.S. mail, postage pre-paid, return receipt requested, (2) hand delivery, (3) Federal Express or other comparable overnight mail service, (4) telephone facsimile transmission with transmission receipt, or (5) electronic mail, to the following addresses, or as the same may be changed in writing from time to time:

In the case of notice or communication to LESSOR:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
School Board Administration Building
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132
Fax: 305-995-1488

With copies to:

Miami-Dade County Public Schools
Planning, Design and Sustainability
Attention: Executive Director
1450 N.E. Second Avenue, Room 525
Miami, Florida 33132
Fax: 305-995-4760
Email: mlevine@dadeschools.net

AND

The School Board of Miami-Dade County, Florida
School Board Attorney's Office
1450 NE 2nd Avenue, #400
Miami, FL 33132
Attn: School Board Attorney
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net

In the case of notice or communication to LESSEE:

_____
_____
_____
_____

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

C. For purposes of this Agreement, the Superintendent of Schools or his/her designee shall be the party designated to coordinate all aspects of this Agreement dealing with hours of operation, location and availability of parking spaces, temporary reduction of parking spaces with corresponding reduction in rent, or any other operational issues, and shall be the party designated by the LESSOR to grant or deny all approvals required by this Agreement, including the extension or renewal thereof, and to cancel and/or terminate this Agreement as provided herein.

D. Prior to commencement of this Agreement, LESSEE shall deliver to LESSOR proof of capacity to execute this Agreement in form acceptable to LESSOR and other such documentation, acceptable to LESSOR, evidencing LESSEE'S formation, existence, legal and good standing status and authority to execute and enter into this Agreement.

. E. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on 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. 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 and addresses of any change in name or address to which Notices shall be sent by providing the same pursuant to this provision.

F. In the event an incident takes place within the DEMISED PREMISES during LESSEE'S period of use, LESSEE shall contact the Miami-Dade School Police Department to report same, and advise the responsible District Administrator, in writing, at the beginning of the next business day.

G. LESSEE represents and warrants that during the term of this Agreement, or any extension thereof, it will not use or employ the DEMISED PREMISES to handle, transport, store or dispose of any hazardous materials, or conducting activities on the

DEMISED PREMISES in violation of any applicable Federal, State or local environmental laws or regulations.

XXVII.

NON-DISCRIMINATION

LESSOR and LESSEE agree that there will be no discrimination against any person based upon race, color, sex, religious creed, ancestry, national origin, mental or physical handicap, or as otherwise provided by law, in the use of the DEMISED PREMISES. It is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has by a Party hereto has occurred such event shall be treated as a Default hereunder.

XXVIII.

LEGAL FEES AND COURT COSTS

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

XXIX.

SUBORDINATION

This Agreement is and shall be subject and subordinate to any conveyance and ground or underlying leases and the rights of the LESSOR under those leases and to all financing that may now or hereafter affect the leases or the DEMISED PREMISES, 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 promptly any certificate that LESSOR may request.

XXX.

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

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. LESSEE understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention.

The LESSEE acknowledges and accepts the authority of the LESSOR to request and authorize audits, inspections, and reviews, including, but not limited to, the authority

to access the LESSEE'S records, its legal representatives' and contractors' records and the obligation of the LESSEE to retain and to make those records available upon request, and in accordance with all applicable laws. LESSEE shall keep records to show its compliance with this Agreement. In addition, LESSEE'S contractors and subcontractors must make available, upon LESSOR'S request, any books, documents, papers and records which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The LESSEE, its contractors and sub-contractors shall (a) retain all records for five (5) years after the completion of any work at the DEMISED PREMISES; and (b) LESSEE shall retain records for five (5) years after the expiration, early termination or cancellation of this Agreement.

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

XXXI.

TAXES AND REGULATORY COMPLIANCE

LESSEE shall be responsible for payment of any taxes, fees or other assessments, including, but not limited to sales tax, which may be imposed on the DEMISED PREMISES as a result of the leasing, use and occupancy of the DEMISED PREMISES by LESSEE.

If at any time during the term of this Agreement, there is a requirement by any jurisdictional entity for infrastructure improvements or other regulatory compliance due to LESSEE'S lease, use or occupancy of the DEMISED PREMISES, LESSEE acknowledges and agrees that it shall be responsible for compliance with all applicable requirements, at LESSEE'S sole cost and expense. Non-compliance shall be deemed a material breach of this Agreement.

XXXII.

HAZARDOUS MATERIALS

For purposes of this Agreement, the term "Hazardous Substances" shall include, but not be limited to, flammable substances, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic by Environmental Law. The term "Environmental Law" shall mean any law, ordinance, rule, order, decree, judgment, regulation and guideline (present and future),

of any governmental, quasi-public authority and applicable board of insurance underwriters related to environmental conditions on, under, or about the DEMISED PREMISES, or arising from LESSEE'S use or occupancy of the DEMISED PREMISES, including, but not limited to, soil, air and ground water conditions, or governing the use, generation, storage, transportation, or disposal of Hazardous Substances in, on, at, to or from the DEMISED PREMISES. The term "Hazardous Substances Discharge" shall mean any deposit, spill, discharge, or other release of Hazardous Substance that occurs during the term, at or from the DEMISED PREMISES (unless caused solely by LESSOR), or that arises at any time from LESSEE'S use or occupancy of the DEMISED PREMISES.

LESSEE shall not cause or permit to occur: (a) any violation of any Environmental Law in the DEMISED PREMISES or (b) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under, or about the DEMISED PREMISES, or the transportation to or from the DEMISED PREMISES of any Hazardous Substance.

LESSEE shall, at LESSEE'S expense, comply with all applicable Environmental Laws with respect to the DEMISED PREMISES. LESSEE shall, at LESSEE'S own expense, make all submissions to, provide all information required by and otherwise fully comply with all requirements of any governmental authority arising under Environmental Laws with respect to the DEMISED PREMISES during the term of this Agreement. If any governmental authority requires any clean-up or clean-up measures because of any Hazardous Substances Discharge demonstrated to have been caused by LESSEE with respect to the DEMISED PREMISES, 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.

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, cancellation or termination of

this Agreement.

XXXIII.

USE OF FACILITY AS A REVENUE GENERATOR

Other than LESSEE'S use of the DEMISED PREMISES for parking purposes as provided in this Agreement, LESSOR shall at all times retain the exclusive right to be the sole authorizer and recipient of revenue generators, in compliance with LESSOR'S Policies, relating to the DEMISED PREMISES, including, without limitation, third party advertising or installation of wireless telecommunications facilities, provided such endeavors do not unreasonably interfere with LESSEE'S rights to peaceful enjoyment of the DEMISED PREMISES.

XXXIV.

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 Agreement.

LESSEE has full power to execute, deliver, and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by LESSEE of its obligations under this Agreement, have been duly authorized by all necessary action of LESSEE, and do not contravene or conflict with any provisions of LESSEE'S Articles of Incorporation and By-Laws, or any other agreement binding on LESSEE. The individual(s) executing this Agreement on behalf of LESSEE has/have full authority to do so.

XXXV.

INTELLECTUAL PROPERTY RIGHTS

LESSEE shall indemnify and hold harmless the LESSOR from and against all liability of any nature or kind, including damages, costs and expenses (including reasonable attorney's fees and costs at the trial level and through all appeals) for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of this Agreement. If LESSEE uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exceptions that the LESSEE shall be liable for all royalties or costs

arising from the use of such design, device or materials in any way involved in the activities contemplated by this Agreement.

XXXVI.

MISCELLANEOUS PROVISIONS

A. RECORDATION: This Agreement may not be recorded by either Party.

B. EMINENT DOMAIN: If the DEMISED PREMISES or any part of the DEMISED PREMISES are taken in the exercise of the power of eminent domain, this Agreement shall terminate on the date title vests in the taking authority. 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 Agreement.

E. WAIVER OF TRIAL BY JURY: The Parties waive trial by jury in any action, proceeding or counterclaim brought by either party against the other with respect to any matter arising under this Agreement or LESSEE'S use or occupation of the DEMISED PREMISES.

F. BROKERS: LESSEE represents that there are no brokers, salesmen or finders involved in the transaction contemplated by this Agreement. If any other claim for a brokerage fee or commission in connection with this transaction is made by any broker, salesman or finder claiming to have dealt by, through or on behalf of LESSEE ("Indemnitor"), and in consideration of the mutual promises contained in this Agreement, Indemnitor shall indemnify, defend and hold harmless the LESSOR ("Indemnitee"), and Indemnitee's officers, directors, agents and representatives, from and against any and all liabilities, damages, claims, costs, fees and expenses whatsoever with respect to said claim for brokerage. The provisions of this Paragraph shall survive the expiration or earlier termination of

this Agreement.

G. PROMOTION: Other than activities undertaken to promote LESSEE'S operations, LESSEE shall not be permitted to use the DEMISED PREMISES for any type of promotion or advertising of any nature whatsoever.

H. COUNTERPARTS: This Agreement may be signed in any number of counterparts, each of which constitutes the Agreement of the Parties and each of which will be treated as an original.

I. DUTY TO DEFEND: As it relates to Article XII of this Agreement ("Indemnification"), LESSEE shall have a duty, at LESSEE'S own expense, and upon written request by the LESSOR, to defend any suit, action or demand, of whatever nature whatsoever, brought against LESSOR on any claim or demand arising out of, resulting from or incidental to LESSEE'S performance under this Agreement; and for any and all claims against LESSOR by third parties arising from this Agreement. This provision shall survive the expiration, cancellation or early termination of this Agreement.

XXXVII.

ENTIRE AGREEMENT

This Agreement and all Exhibits attached hereto or to be attached pursuant to this Agreement, the ITB and related documentation, and all representations contained in LESSEE'S Proposal constitute the entire agreement between the Parties and supersedes all previous negotiations, and it may be modified only by a written amendment mutually agreed to by the Parties. In the event of a conflict between this Agreement, the ITB, and the Proposal, the order of precedence shall be: this Agreement; the ITB; LESSEE'S Proposal.

SIGNATURE PAGE FOLLOWS

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

LESSEE:

_____

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

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

By:_____
Alberto M. Carvalho
Superintendent of Schools
Date:_____

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

_____
School Board Attorney

EXHIBIT "A"

Legend

DEMISED PREMISES
(125 parking spaces)

N

Not to scale

Path: T:\9217\9717GIS 10_11\Board Items\mxd\Royal Castle Lot Sketch.mxd

Exhibit "B"

City of Miami Parking Surcharge

Payment Acknowledgement and Certification

I, _____, as President of _____, the Lessee in that certain Lease Agreement by and between The School Board of Miami-Dade County, Florida, as Lessor, and _____, as Lessee, dated _____, 20___, for commercial use of Lessor's parking lot located at the corner of N.E. 14 Street and N.E. 2 Avenue, Miami, hereby certify and acknowledge that Lessee has timely and properly made the required City of Miami Parking Surcharge payment for the month of _____, 20___, to the Complete Consulting Services Group, LLC, or its successor, as required pursuant to City of Miami Ordinance 11813, as it may be amended from time to time, and in full compliance with Article IV of the above-described Lease Agreement.

Under penalty of perjury, _____, as President of _____, Lessee, and on behalf of said Lessee, certifies and affirms that the foregoing facts contained in this Payment Acknowledgement and Certification are true and correct.

Acknowledged and certified by:
LESSEE:
_____

Sign Name:_____
Print Name:_____
Title:_____
Date:_____