

LEASE AGREEMENT

by and between

CITY OF BELLE ISLE, FLORIDA

as LANDLORD

and

CORNERSTONE CHARTER ACADEMY, INC. as

TENANT

Property Address:

**5903 Randolph Avenue, Belle Isle, FL
32809**

LEASE
AGREEMENT

This LEASE AGREEMENT (this "Lease") is made and entered into as of the ____ day of _____, 2021 by and between CITY OF BELLE ISLE, FLORIDA, a Florida municipal corporation ("Landlord, or City") whose mailing address is 1600 Nela Avenue, Belle Isle, Florida 32809 and CORNERSTONE CHARTER ACADEMY, INC., a Florida not-for-profit corporation ("Tenant") whose mailing address is 5903 Randolph Avenue, Belle Isle, Florida 32809.

WITNESSETH

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WHEREAS, Landlord is the fee simple owner of certain real property as more specifically described in Exhibit "A" attached hereto and by this reference made a part hereof, including the tenements, hereditaments, improvements, fixtures, furniture, equipment, appurtenances, rights, easements, and rights-of-way incident thereto (collectively, the "Leased Premises");

WHEREAS, as of the date of this Lease, Tenant currently operates two charter schools known as Cornerstone Charter Academy, for up to 900 students in grades K-8, and Cornerstone Charter High School, for up to 800 students in grades 9-12, (collectively, the "Charter Schools") on the Premises;

WHEREAS, Landlord is currently obligated for repayment of certain Charter School Lease Revenue Bonds, Series 2012, ("2012 Bonds") pursuant to the Trust Indenture dated October 1, 2012, ("Trust Indenture") which 2012 Bonds were issued for the purpose of purchasing the Premises (or a substantial parcels thereof);

WHEREAS, Tenant and Landlord are currently parties to that certain Lease Agreement dated October 1, 2012, which Lease Agreement, in part, secures repayment of the 2012 Bonds;

WHEREAS, Tenant and Landlord have determined it is in the best interests of both parties that the 2012 Bonds be fully redeemed pursuant to the terms of the Trust Indenture;

WHEREAS, Tenant is willing and able to obtain financing to fully redeem the 2012 Bonds in consideration of this new lease agreement with Landlord; and

WHEREAS, the Landlord desires to lease the Leased Premises to Tenant and Tenant desires to lease the Leased Premises from the Landlord for the Permitted Use (as hereinafter defined) and pursuant to and in accordance with the terms and conditions more specifically set forth herein.

NOW WHEREFORE, for and in consideration of the terms, covenants, and conditions hereof, and other good and valuable consideration the adequacy, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Definitions. Except as otherwise defined herein, capitalized words and phrases shall have the meanings specified below, and other capitalized words and phrases in this Lease have the meanings ascribed to them, unless the context clearly requires otherwise:

"Annual Financial Statements" means the annual audited financial statements, which may be in a single combined report or separate statements, relating to (i) the Cornerstone Charter Academy and (ii) the Cornerstone Charter High School, prepared in accordance with Generally Accepted Accounting Principles by a Certified Public Accountant, relating to the Charter Schools' operations and including, without limitation, statements in reasonable detail of financial condition as of the end of such Charter School Fiscal Year and income and expenses for such Charter School Fiscal Year. To ensure transparency, these Annual Financial Statements as well as monthly financial reports (including revenues, expenses, and fund balances) must be published on the school website and available to the public within 5 business days after the closing of the books for the respective period.

"Buildings" means all buildings and other structures now existing or later constructed on the Premises and includes, without limitation, the charter school facilities located on the Premises as of the date of this Lease.

"Charter Contracts" shall mean the charter contracts granted to the Tenant by the School Board pursuant to § 1002.33, Florida Statutes, for the operation of the Charter Schools, as such contracts may be in place and effective from time to time, including all amendments, extensions and renewals thereof.

"Charter School Fiscal Year" has the meaning set forth in the Charter.

"Charter School Law" means Section 1002.33, Florida Statutes and other applicable provisions of law governing or otherwise relating to charter schools.

"Charter School Revenues" means all amounts payable to Tenant by the School Board or the Florida Department of Education under the Charter Contracts including, but not limited to (i) Charter School capital outlay funds distributed to Tenant pursuant to Sections 1002.33(19), 1013.62, 1013.71, 1013.72, 1013.735, 1013.737, Florida Statutes, and any successor statutes or similar funding sources, and (ii) Charter School operating funds distributed to Tenant pursuant to Section 1002.33(17), Florida Statutes and any successor statutes or similar funding sources.

"Equipment" means all furniture, machinery, fixtures, and equipment now owned or hereafter acquired by Landlord for use at any portion of the Premises (excluding such matters temporarily provided by Landlord for temporary use on the Premises), including, without limitation, all items of tangible personal property and fixtures used or usable in connection with the Buildings, and any item of furniture, machinery, fixtures, equipment or other tangible personal property or fixtures acquired in substitution or replacement thereof.

"Indebtedness" means all indebtedness of the Tenant for borrowed moneys, no matter how created, regardless of whether such indebtedness is assumed by the Tenant, including any leases required to be capitalized in accordance with Generally Accepted Accounting Principles, installment purchase obligations, and guaranties.

"Leased Premises" means the parcels of land described in Exhibit A, attached hereto and incorporated herein, and the buildings and other improvements situated thereon with any additions or alterations thereto which are permitted under this Lease Agreement.

"Lien" means any mortgage or pledge of security interest in, or lien or encumbrance on, any property that secures any Indebtedness or other obligation of the Tenant.

"School Board" means the School Board of Orange County, Florida.

ARTICLE II
TENANT
REPRESENTATIONS

Section 2.1. Representations by the Tenant. The Tenant represents and covenants that:

(a) It is duly organized and existing as a Florida not-for-profit corporation and is in good standing under the laws of the State, it will maintain, extend and renew its corporate existence under the laws of the State, and it will not do, suffer or permit any act or thing to be done whereby its right to transact its functions might or could be terminated or its activities restricted.

(b) The Tenant has been duly authorized to execute the Lease Agreement and consummate all of the transactions contemplated thereby, and the execution, delivery, and performance of this Lease Agreement will not conflict with or constitute a breach of or default by the Tenant under any other instrument or agreement to which the Tenant is a party or by which its property is bound.

(c) The Tenant's execution, delivery, and performance of the Lease Agreement shall not constitute a violation of any order, rule, or regulation of any court or governmental agency having jurisdiction over the Tenant.

(d) There are no pending or, to the Tenant's knowledge, threatened actions, suits, or proceedings of any type whatsoever affecting the Tenant, the Tenant's property, or the Tenant's ability to execute, deliver, and perform with respect to this Lease Agreement.

(f) Neither the representations of the Tenant contained in the Lease Agreement nor any oral or written statement, furnished by or on behalf of the Tenant to the Landlord and the transactions contemplated hereby, contain any untrue statement of a material fact or omit stating a material fact necessary to make the statements contained herein or therein not misleading. There are no facts that the Tenant has not disclosed to the Landlord in writing that the Tenant believes materially and adversely affect or in the future may (so far as the Tenant can now reasonably foresee) materially and adversely affect the properties, business, prospects, profits, or condition (financial or otherwise) of the Tenant, or the ability of the Tenant to perform its obligations under the Tenant Documents or any documents or transactions contemplated hereby or thereby.

(g)The Tenant's federal employer identification number is 27-2154495.

(h) The Tenant will comply fully and in all respects with the Charter School Law and the Charter Contracts and will take all reasonable action to maintain, extend and renew the Charter Contracts so long as any amounts under this Lease are due and payable. Tenant will notify Landlord on Charter renewals or changes to the Charter.

(i) The Tenant has obtained, or will obtain before they are required, all necessary approvals of and licenses, permits, consents, and franchises from federal, State, county, municipal, or other governmental authorities having jurisdiction over the Leased Premises to operate the Leased Premises as charter schools, and to enter into, execute, and perform its obligations under this Lease and the other Tenant Documents.

(j) *Intentionally Left Blank.*

(k) The Tenant (i) understands the nature of the structure of the transactions related to the financing and refinancing of the Leased Premises; (ii) is familiar with all the provisions of the documents and instruments related to such financing to which the Tenant or the Landlord is a party or of which the Tenant is a beneficiary; (iii) understands the risk inherent in such transactions, including, without limitation, the risk of loss of the Leased Premises; and (iv) has not relied on the Landlord for any guidance or expertise in analyzing the financial consequences of such financing transactions.

(l) Tenant has entered into this Lease based on its own full investigation, including third party acting for the Tenant, of all facts relating to, and conditions underlying, the Leased Premises and its development and use of the Leased Premises, including environmental conditions, and that it has solely relied on its own investigation, or that of the third party.

(m) There is no completed, pending or, to Tenant's knowledge, threatened bankruptcy, reorganization, receivership, insolvency or like proceeding, whether voluntary or involuntary, affecting Tenant.

ARTICLE III
DEMISING
CLAUSE/LEASEHOLD
MORTGAGES

Section 3.1 Demising Clause. Landlord hereby demises and leases the Leased Premises to Tenant and Tenant hereby leases the Leased Premises from Landlord, in accordance with the provisions of this Lease, to have and to hold for the Term (as defined herein).

Section 3.2. Leasehold Mortgages. Except as specifically provided otherwise in this Lease, Tenant shall be permitted to mortgage Tenant's leasehold interest in the Leased Premises.

3.2a Landlord agrees that the provisions set forth in this Section 3.2 shall apply to, and be for the benefit of, any mortgagee of Tenant's leasehold interest in the Leased Premises, whose mortgage is a first lien on Tenant's leasehold interest ("Leasehold Mortgage"). Landlord shall be served with a copy of the mortgage ("Leasehold Mortgage") certified to be true by the Leasehold Mortgagee and a certified true copy of the title insurance policy insuring the Leasehold Mortgage to be a first lien on Tenant's leasehold interest in the Leased Premises, or Landlord shall be provided with other proof reasonably satisfactory to Landlord of the priority of the Leasehold Mortgage.

3.2b No notice of default of this Lease Agreement will be valid, binding, and effective until the notice is served on all Leasehold Mortgagees in the manner set forth in this Lease, at the address set forth in the Leasehold Mortgage or the address the Leasehold Mortgagee provides to Landlord according to the provisions set forth in this Lease.

3.2c Monetary Default. If there is a default due to nonpayment of monetary obligations payable directly by Tenant to Landlord (“Monetary Default”), Landlord shall not exercise any of the rights and remedies provided in Article 11 or elsewhere in this Lease, or any remedies provided by law, unless the Monetary Default shall have continued for at least thirty days after notice to all Leasehold Mortgagees.

3.2d Curable Nonmonetary Default. If there is a curable default other than a Monetary Default (“Curable Nonmonetary Default”), Landlord shall not exercise any of the rights and remedies provided in this Lease, or any remedies provided by law, unless the Curable Nonmonetary Default shall have continued for at least thirty days after notice to the Leasehold Mortgagee. However, if it is not reasonably possible to cure the default within thirty days, then the time period for curing the Curable Nonmonetary Default shall be extended, provided that the default is cured as expeditiously as practicable by actions undertaken diligently and in good faith.

3.2e Noncurable Default. If there is a default due to bankruptcy, insolvency, or any other noncurable default (“Noncurable Default”), Landlord shall not exercise any of the rights and remedies provided in this Lease, or any remedies provided by law, if within thirty days after notice of default a Leasehold Mortgagee notifies Landlord that it will foreclose its Leasehold Mortgage, and that Leasehold Mortgagee diligently and continuously commences and prosecutes to completion foreclosure proceedings and sale of Tenant’s leasehold interest in the Leased Premises, or causes that leasehold interest to be conveyed and assigned in lieu of foreclosure. However, nothing contained in this Paragraph shall prohibit Landlord from exercising its rights and remedies pursuant to this Lease, or any remedies provided by law, should there occur a Monetary Default or Curable Nonmonetary Default after the occurrence of a Noncurable Default.

3.2f If this Lease is terminated due to a Tenant default, Landlord shall serve notice of this termination on the Leasehold Mortgagee, specifying all sums of money then due and payable under this Lease and specifying any other default then existing. The Leasehold Mortgagee shall have the option of obtaining a new lease (“New Lease”) on terms set forth in Paragraph 3.2g; this option shall be waived if it is not exercised within thirty days after the Leasehold Mortgagee receives notice of termination.

3.2g The New Lease entered into between Landlord and Leasehold Mortgagee as the New Tenant shall contain terms identical to the terms of this Lease, except that the commencement date of the New Lease shall be the date of termination of this Lease, and the term of the New Lease shall be equal to the remaining Term of this Lease.

3.2h The New Lease shall be subject to the following terms:

- (1) All Monetary Defaults and Curable Nonmonetary Defaults shall be cured by the New Tenant.
- (2) All fees and expenses, including reasonable counsel fees, incurred by Landlord in connection with Tenant’s defaults, termination of this Lease, recovery of possession, negotiations with Leasehold Mortgagees, and preparation and execution of the New Lease, shall be paid by the New Tenant.

3.2 i Landlord shall accept performance of the terms of this Lease or a New Lease by the Leasehold Mortgagee, or any agent, nominee, or designee of a Leasehold Mortgagee, as if the terms were performed by Tenant.

3.2j If the Leasehold Mortgagee enters into a New Lease or acquire Tenant's leasehold interest in the Leased Premises by foreclosure or otherwise, and then Leasehold Mortgagee assigns or otherwise conveys its interest in this Lease or the New Lease, on that assignment or conveyance the Leasehold Mortgagee will be discharged and relieved from all liability for performance of the terms of this Lease or the New Lease subsequently accruing, but nothing contained in this Lease may relieve the Leasehold Mortgagee from its liabilities and obligations accruing before the assignment or conveyance. Provided, however, that any assignment or conveyance of this Lease or the New Lease must be approved by Landlord, which approval will not be unreasonably withheld.

3.2k This Lease may not be modified or amended, nor may it be voluntarily terminated by Landlord and Tenant, without the prior written consent of the Leasehold Mortgagee.

ARTICLE IV **TERM, SURRENDER**

Section 4.1 Term. The term of this Lease shall commence on the Effective Date (as hereinafter defined) and end on the date that is thirty-seven (37) years thereafter unless sooner terminated in accordance with the terms and conditions hereof (the "**Termination Date**"). The period from the Effective Date through the Termination Date shall be referred to herein as the "**Term**," unless earlier terminated pursuant to Section 4.2 below.

Section 4.1 a. Effective Date. This Lease Agreement shall become effective as of the date the 2012 Bonds are fully redeemed. Landlord and Tenant specifically acknowledge and agree that this Lease Agreement is contingent upon the following conditions:

- i. Tenant obtaining bond financing on terms and conditions acceptable to Tenant; and
- ii. Upon redemption of the 2012 Bonds, Landlord shall pay to Tenant the balance of funds held in the City of Belle Isle Charter Debt Service Funds, retaining only the Security Deposit pursuant to Section 4.4 below.

Section 4.2. Termination of Term. The Term shall terminate upon the earliest of any of the following events:

- (a) The occurrence of an Event of Default and termination of the Term by the Landlord under Article XIV of this Lease; or
- (b) The end of the Term.

Section 4.3. Term Extensions. Tenant shall, provided the Lease is in full force and effect and Tenant is not in default under any of the terms and conditions of the Lease at the time of notification or commencement, have the option to extend the Initial Term (the "Term Extension") for the greater of two (2) 5-year terms or for the same amount of time that the Orange County School Board (or the state) extends the term of either Contract (the "Charter Renewal"). The

renewal process may require that Tenant be able to demonstrate to the School Board that the Lease Agreement has been extended as a condition to the School Board's willingness to grant the Charter Renewal. In such case, Tenant can elect to initiate the Term Extension subject to a condition that the School Board approve the Charter Renewal within a reasonable amount of time after any such Charter Renewal, Tenant shall notify the Landlord of any such extensions. If Tenant elects to exercise said option, then Tenant shall provide Landlord with written notice not later than eighteen (18) months prior to the expiration of the term of the Lease. If Tenant does not exercise any such option in a timely manner, then all rights to extend the Lease automatically shall terminate, Landlord shall have the right during the remainder of the Term of this Lease to advertise the availability of the Premises for sale or reletting and to erect upon the Premises signs appropriate for the purpose of indicating such availability.

Section 4.4. End of Term. Upon the expiration or earlier termination of the Term, Tenant shall surrender the Leased Premises in the same order and condition in which it was in on the Commencement Date, ordinary wear and tear excepted. All alterations, additions or improvements and fixtures made to the Leased Premises made by either party shall remain upon and be surrendered with the Premises as a part thereof except that Tenant shall have the right to remove all of Tenant's movable trade fixtures, furniture, furnishings and equipment not permanently attached to the Improvements or Premises and any of such property deemed by law to be the property of the School Board. All damage and injury to the Premises caused by such removal must be repaired by Tenant at Tenant's sole expense. If such property of Tenant is not removed by Tenant prior to the expiration or termination of the Term, the same shall, at Landlord's option, become the property of Landlord. The Tenant will pay to the Landlord \$250,000.00 as security for any damages not repaired by the Tenant. If Tenant fully complies with all terms of the Lease, Landlord will return the Security Deposit within 20 days after termination/expiration of the Leased Premises to Tenant. If Tenant does not fully comply with the terms of the Lease, Landlord may use Security Deposit to pay amounts owed by Tenant, including damages and such charges shall be deemed additional rent.

Section 4.5 Holdover Tenancy. If Tenant does hold over following the expiration or earlier termination of this Lease without Landlord's express or implied consent, the Base Rent payable during such holding over shall be as follows: (i) for the first ninety (90) days, one hundred twenty-five percent (125%) of the Base Rent in effect immediately preceding such holding over, (ii) for the next ninety (90) days, one hundred fifty percent (150%) of the Base Rent in effect immediately preceding such holding over, and (iii) thereafter, two hundred percent (200%) of the Base Rent in effect immediately preceding such holding over. The foregoing sentence shall not imply any right to holdover, nor shall it limit Landlord's right to collect its damages including reasonable legal fees, lost profits and consequential damages, in the event of a holdover.

Section 4.6 Option to Lease Additional Space. If additional property is acquired by the Landlord, then during the Term of this Lease and any renewals thereof, Tenant shall have the limited option to lease only those areas shown as the "Additional Space" on Exhibit D attached hereto and incorporated by reference, by adding the Additional Space to this Lease at a rate to be negotiated in good faith between Landlord and Tenant.

ARTICLE V

RENT

Section 5.1 Rent Payment Period. The "Annual Rent" (as defined below) must be paid timely in equal quarterly installments beginning October 1st of each of the consecutive 12-month

periods during the Term.

Section 5.2 Full Net Lease. The rent paid to Landlord in accordance with this Lease Agreement shall be absolutely net to Landlord. This means that, in addition to the rent, Tenant shall pay all “Operating Costs” and “Impositions” defined in Paragraphs 5.2a and 5.2b, below, in connection with the Leased Premises.

5.2a. “Operating Costs” shall include, but shall not be limited to, all expenses paid or incurred in connection with the following activities:

- (1) Repairs, maintenance, replacements, improvements, painting, and redecorating.
- (2) Landscaping.
- (3) Insurance.
- (4) Heating, ventilating, and air conditioning repair and maintenance.
- (5) Water, sewer, gas, electricity, fuel oil, and other utilities.
- (6) Rubbish, garbage, and solid waste removal.
- (7) Supplies and sundries.
- (8) Sales or use taxes on supplies or services.
- (10) Costs of wages and salaries or other payments for all employees, persons, and contractors engaged in the operation, maintenance, and repair of the Leased Land, including fringe benefits and social security taxes.
- (11) All other expenses, regardless of whether mentioned in this Lease, that are incurred in connection with the operation of the Leased Premises, including any replacements if necessary for repairs and maintenance or otherwise.

5.2b. “Impositions” includes all fines, penalties, fees, and levies that result from construction activities or the normal operation of the premises on the Leased Premises, all real estate property taxes, assessments, and other governmental charges that are laid, assessed, levied, or imposed on the Leased Premises and become due and payable during the Term of this Lease, or any lien that arises during the time of this Lease on the Leased Premises and Improvements, any portion of these, or the sidewalks or streets in front of or adjoining the Leased Premises and Improvements.

Section 5.3 Annual Rent. Tenant shall pay to the Landlord annual rent in the amount of ~~Two~~ ~~Three~~ ~~Hundred~~ ~~Seventy-Three~~ ~~Eighty-Four~~ ~~Thousand~~, Eight Hundred ~~Twenty-Seven~~ and 00/100 DOLLARS (\$~~273,800~~~~23~~~~84,827~~.00) (the “Annual Rent”). In addition to the foregoing, Landlord agrees to execute a separate agreement for additional payment to cover certain municipal services provided to the Tenant in addition to ordinary municipal levels of service to cover security, traffic management, and other additional services provided for or by the City on and about the Premises so that the sum total of the Annual Rent due under this lease and such additional payment equals four hundred fifty thousand dollars (\$450,000). Such agreement must also contain an annual adjustment to such sum that is equal to any annual increase in the CPI for that year, not to exceed 2% per annum, as described in Section 5.4 Rent Adjustments in this Agreement.

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Section 5.4 Rent Adjustments: Once every 3-years of the Term starting with the 2024-2022 school year, the Annual Rent shall will be adjusted upward based on in accordance by the same percentage increase in the CPI for that year, not to exceed 2% per annum. Provided however that no adjustments may be made to the portion of Annual Rent equivalent to the Bank of America Debt Service (\$125,800.00) which expires October 1, 2040. After October 1, 2040, a reduced rate for this property will be negotiate in good faith between Landlord and Tenant. the Annual Rent shall be reduced by \$100,800.00.

Section 5.5 Additional Rent. All sums, liabilities, obligations, and other amounts that Tenant is required to pay or discharge pursuant to this Lease, including taxes (if any) and insurance premiums, in addition to Annual Rent, together with any finance charge, late fees, or other sums which may be added for late payment thereof, will constitute “**Additional Rent**” hereunder. The Annual Rent, Additional Rent, and any other sums required to be paid by Tenant to Landlord hereunder are collectively referred to as the “**Rent**”. All Rent must be paid without deduction, offset, prior notice, or demand as directed pursuant to this Lease. If any additional rent is due, the Landlord will inform the Tenant of any such additional rent, and the parties will negotiate the payment thereof in good faith.

Section 5.6 Late Charges and Default Interest. If any installment of Rent is not paid within ten (10) business days after its due date, then such arrearage will (i) bear 5% interest from the due date for amounts past due to the Landlord until paid in full; (ii) include a reasonable administrative charge to cover the costs of processing and handling delinquent debts, but not in excess of \$100.00; and (iii) include an assessment of an additional 5% penalty charge on any portion of a debt that is more than 90 days past due.

Section 5.7 Intentionally Left Blank.

Section 5.8. Payments. All Rent payable by Tenant shall be made without defense, counterclaim or set-off by reason of any dispute between the Tenant and the Landlord, or for any other reason whatsoever (any such defenses or rights to set-off being absolutely waived by the parties hereto).

Section 5.9. Taxes and Assessments. Tenant shall pay and discharge, punctually as and when the same shall become due and payable, each and every item of expense, of every kind and nature whatsoever relating to the ownership, use, maintenance, operation, or occupancy of the Leased Premises, or for the payment of which Landlord is, or shall or may be or become, liable by reason of any rights or interest of Landlord in or under this Lease, including all real estate taxes, personal property taxes, privilege taxes, excise taxes, business and occupation taxes, gross sales taxes, including any sales tax imposed on the rental payments hereunder or under a sublease, occupational license taxes, water charges, sewer charges, assessments of any nature and all other governmental impositions and charges of every kind and nature whatsoever (collectively, the “**Taxes**,” and individually, a “**Tax**”), when the same shall be due and payable without penalty or interest. It is the intention of the parties hereto that, insofar as the same may lawfully be done, Landlord will be, except as specifically provided for herein, free from all expenses in any way related to the Premises and the use, maintenance, or occupancy thereof.

ARTICLE VI

**USE AND MAINTENANCE OF
PREMISES**

Section 6.1 Permitted Use. The Leased Premises shall be used for the purposes of the maintenance, repair, and operation of an elementary school (prekindergarten through fifth grade); a middle school (sixth through eighth grade); and high school (ninth through twelfth grade) currently consisting of eight (8) buildings and related ancillary facilities and improvements (collectively, sometimes herein referred to as the “**School**”), for purposes reasonably related thereto (e.g., pre- or post-school parent-teacher meetings, club or association meetings) and for no other purpose (all the foregoing collectively hereinafter referred to as, the “**Permitted Use**”). Notwithstanding the foregoing, Landlord may use the Leased Premises during non-school hours for nonrecurring City of Belle Isle functions upon at least 15 days’ notice and with Tenant’s prior consent, which will not be unreasonably withheld, provided that such use does not interfere with Tenant’s after-hour school activities. Landlord will return the premises to the condition in which they were found (e.g., furniture arrangement) and be responsible for clean-up consistent with CDC COVID-19 immediately after such use.

- a. Tenant agrees that, unless and to the extent that it shall obtain Landlord’s prior approval (which may be withheld in Landlord’s absolute discretion), it will not use the Premises, nor will it suffer or permit the same to be used, for any purpose that (i) is not permitted under applicable zoning regulations, or (ii) would void insurance policies required to be carried by Tenant pursuant to the terms of this Lease, or (iii) would cause material, permanent damage to the structural components of the Building, or (iv) would violate the Permitted Encumbrances, or (v) would violate Tenant’s obligations regarding the storage of Hazardous Materials pursuant to Section 6.1.c below and Article XII, or (vi) would involve the storage or sale of gasoline (in no event, however, shall the terms of this Section 6.1 or any other provision of this Lease prohibit Tenant from installing, maintaining, or operating one or more stand-by emergency generators or gas-operated maintenance equipment on the Leased Premises, provided that such activities are conducted in compliance with all applicable Legal Requirements, as defined below, Hazardous Materials Laws (as defined in Section 6.1.c below and Article XII below) and only reasonably necessary amounts of fuel are stored at the Leased Premises). Tenant shall not seek, make, consent to or acquiesce in any change in the zoning of the Leased Premises.

- b. Tenant shall, throughout the Term hereof, promptly comply or cause compliance with all laws and ordinances and the orders, rules, regulations, and requirements (“**Legal Requirements**”) of all federal, state, county and municipal governments which may be applicable to the Premises, foreseen or unforeseen, ordinary as well as extraordinary, even if the same shall require structural or extraordinary repairs, alterations, or additions. Tenant accepts the Premises in the actual condition of the Premises as of the Commencement Date. If the use of the Leased Premises becomes a non-conforming use, Tenant may not permit such use to be discontinued or abandoned. Tenant shall comply and have sole responsibility for complying with the provisions of the Americans with Disabilities Act as now promulgated or as amended after the date hereof and any similar type of legislation, whether federal, state, local, or other legislation hereinafter promulgated or hereinafter amended by any governmental authority applicable to the Premises. Tenant is (i) not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury (“OFAC”) and/or on any other similar list and is in

compliance with OFAC, (ii) not an entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States, (iii) not an “Embargoed Person”, (iv) in compliance with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 and the rules and regulations promulgated thereunder. None of the funds or assets of Tenant or Guarantor constitute property of, or are beneficially owned, directly or indirectly, by any person, entity or government that is an Embargoed Person and no Embargoed Person has any interest in Tenant.

- c. Without limiting the foregoing, Tenant hereby acknowledges and agrees that it shall not use or permit the use of the Leased Premises for any of the following activities: (a) any use that is unlawful or inherently dangerous or that constitutes waste, unreasonable annoyance, or a nuisance, provided however, that normal and customary school activities may in no way be considered a nuisance; (b) activities involving the storage, treatment, transportation, disposal, or manufacture of Toxic or Hazardous Materials (as hereinafter defined) (excepting normal cleaning supplies, pesticides, glues, and paints kept and used in reasonable and customary quantities; or (c) partisan political activities.

Section 6.2. Delivery of Premises. Tenant has inspected all portions of the Leased Premises and agrees (a) to accept possession of the Leased Premises in the "as is" condition existing on the Commencement Date (Exhibit C), (b) that neither Landlord nor Landlord's agents have made any representations or warranties with respect to the Leased Premises except as expressly set forth herein, and (c) Landlord has no obligation to perform any work, supply any materials, incur any expense or make any improvements to the Premises to prepare the Premises for Tenant's occupancy. Tenant's occupancy of any portion of the Premises shall be conclusive evidence, as against Tenant, that Tenant has accepted possession of all portions of the Leased Premises in its then current condition and that all portions of the Leased Premises were in a good and satisfactory condition at the time such possession was taken.

Section 6.3 Maintenance and Repair. Tenant shall, throughout the Term hereof and at no expense whatsoever to Landlord, take good care of the Premises and the Building and other Improvements and structural components thereof now or hereafter erected thereon and shall not do or suffer any waste with respect thereto, and Tenant shall promptly make all repairs, interior and exterior, structural and non-structural, ordinary as well as extraordinary, foreseen as well as unforeseen, necessary to keep the Building and other Improvements (including, without limitation, the roof, mechanical, plumbing, electrical, and other Building systems) in good and lawful order and in at least as good condition as such premises are in on the Commencement Date but subject to reasonable wear and tear. When used in this Article, the term “**repairs**” shall include replacements, capital improvements or renewals when necessary. Tenant shall keep and maintain all portions of the Premises, in a clean and orderly condition, free of accumulation of water, dirt, rubbish, snow and ice, and Tenant shall not permit or suffer any overloading of the floors of the Building. Landlord shall not be responsible for the cost of any alterations of or repairs to the Premises of any nature whatsoever, structural or otherwise, whether or not now in the contemplation of the parties. To the extent not prohibited by law, Tenant hereby waives and releases all rights now or hereinafter conferred by statute or otherwise which would have the effect of limiting or modifying any of the provisions of this Section 6.3. In addition, the provisions of this Section 6.3 are subject to the limitations imposed by Article VII below.

Section 6.4. Cleaning: Refuse and Rubbish Removal. Tenant, at Tenant's sole cost and expense, shall (a) keep all of the Leased Premises in a clean condition, (b) cause the Premises and the Buildings to be treated for pests with such frequency and in such manner as to prevent the existence of vermin, insects, or other infestation, and (c) cause Tenant's garbage and other refuse to be removed from the Premises in a timely manner and, until removed, kept in a neat and orderly condition.

Section 6.5. Landlord's Right of Access. Landlord and any other party designated by Landlord shall have the right to enter the Premises at all reasonable times (a) to examine the Leased Premises, (b) to show all or any portion of the Premises to prospective Tenants, subtenants or licensees and (c) to make such repairs, alterations or additions to all or any portion of the Leased Premises (i) as Landlord may deem necessary or appropriate or (ii) which Landlord may elect to perform following Tenant's failure to perform pursuant to Section 6.3. If the Landlord is required to make any repairs, alterations, improvements, or additions, the Landlord will notify the Tenant of such repairs, alterations, improvements, or additions within a reasonable time prior to commencing the work. Notwithstanding the provisions of this Section, whenever, pursuant to the terms of this Lease, Landlord is permitted or obligated to enter the Leased Premises, whether for purpose of making repairs, exhibiting the same to prospective tenants, or for any other purpose, such entry shall be on the following terms and conditions: (a) upon at least three (3) business days prior written notice to Tenant (except in an emergency), (b) during regular business hours, (c) in such a manner so as to minimize interference with the conduct of Tenant's business; provided, that Tenant shall have the right to reschedule the visit to a reasonable time if the visit would interfere with Tenant's business, and (d) Landlord's and Tenant's access to the Leased Premises is subject to compliance with all applicable background screening requirements of state and federal law, including without limitation the requirements of the Jessica Lunsford Act. Further, Landlord acknowledges and agrees that any entry upon the Leased Premises by the Landlord, including its employees, agents, contractors, or representatives, will be at the Landlord's sole risk, and in no event will Tenant be liable to the City or any such person for any personal injury, loss of life, or property damage resulting from or occasioned by their entry onto the Leased Premises, except and to the extent arising from or caused by the negligent or willful acts of Tenant.

Section 6.6. Compliance with Law. Tenant agrees, at its own expense, to comply with all laws, orders and regulations of federal, state and municipal authorities and with any lawful direction of any public officer which shall impose any duty upon Tenant with respect to its use of the Leased Premises or the occupancy of all of the portions of the Leased Premises (collectively, the "Legal Requirements"). Landlord shall comply with and shall not cause the Leased Premises or any portions thereof to violate any Legal Requirements.

ARTICLE VII
ALTERATIONS AND IMPROVEMENTS

Section 7.1 Tenant Improvements. Tenant ~~shall have the right to~~ may make Improvements or demolish existing structures on the Leased Premises, at Tenant's sole cost and expense, without the prior approval of Landlord, which approval will not be reasonably withheld. In connection with any such Improvement or demolition authorized by the Landlord, Tenant will be permitted to grade, level, and fill the land, remove trees and shrubs, install roadways and walkways, and install utilities, provided all of the foregoing serve the Improvements made on the Leased Premises and comply with applicable general law and local rules and ordinances. Landlord will have no liability for any costs or expenses in connection with the Improvements or demolitions on the Leased Land. Notwithstanding the foregoing rights of Tenant, Tenant will be required to obtain all necessary permits and meet all applicable requirements of the City of Belle Isle Land Development, Zoning and Building Codes. For purposes of this Section, "Improvements" means the construction or demolition of and the alteration or addition to structures, buildings, fencing, parking areas, student sports/play fields, and other grounds improvements within the area of the Leased Premises. Landlord will reasonably cooperate with Tenant in applying for and obtaining a Planned Development and zoning changes or variances, consistent with C-2 zoning requirements as may be necessary for the construction of buildings or other improvements in the Concept Plan attached hereto as Exhibit E, including extensions of the plan made to include the entire Leased Premises, however, under no circumstances may this provision be interpreted as requiring the City to approve any requested Planned Development, zoning change, or variance, where such may be denied or otherwise modified within the lawful discretion of the City.

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Section 7.2. Tenant Installation of Machinery, Tenant Equipment and Removable. During the Term, the Tenant will have the right at its sole cost and expense, to install such of its own machinery and equipment ("Tenant Equipment"), to make improvements, and to attach such removable fixtures, including, but not limited to, Tenant Equipment in, on, below, or upon the Leased Premises as may be necessary for its use of the Leased Premises pursuant to this Lease; and to remove such machinery, Tenant Equipment, minor improvements, and removable fixtures at any time prior to the expiration or earlier termination by the Tenant of this Lease. In the event of termination of this Lease by the Landlord, the Tenant will have a reasonable period of time following the effective termination date to remove such property, including the Tenant Equipment and to restore the buildings and/or premises to its original condition. The Tenant and Landlord will meet to determine if any of the Tenant Equipment is not needed or wanted by the Landlord, which the Tenant will be required to remove. The installation of Tenant Equipment shall be done in accordance with Applicable Laws, including the National Electrical Code, the Florida Building Codes (current edition) and other codes that directly relate to the construction, installation, operation and maintenance of communication equipment. If codes differ, the more stringent code shall apply.

Section 7.3. Covenant Against Liens. The Leased Premises is municipally owned property and therefore not subject to any mechanics' or other liens. Tenant shall not suffer or permit any liens to stand against the Premises or any part thereof by reason of any work, labor, services or materials done for, or supplied to, or claimed to have been done for, or supplied to, Tenant or anyone holding the Premises or any part thereof by, through or under Tenant. No mortgage or lien on the Premises or the Landlord's interest in the property may be made, nor will the Landlord subordinate its interest in the Premises to any mortgage, including any leasehold mortgage. If any

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such lien is filed against the Premises, Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same, by either payment, deposit or bond. If Tenant fails to discharge any such lien within such period, then, in addition to any other right or remedy of Landlord, Landlord may, but will not be obligated to, procure the discharge of the same. Any amount reasonably paid or deposited by Landlord for any of the aforesaid purposes, including all legal and other expenses of Landlord, including counsel fees, in defending or commencing any such action or in or about procuring the discharge of such lien, with all necessary disbursements in connection therewith, together with interest thereon at the Interest Rate, will become due and payable forthwith by Tenant to Landlord.

Section 7.4 Notices Nothing in this Lease shall be construed as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer, materialman, architect, surveyor or engineer for the performance of any labor or the furnishing of any materials or services for or in connection with the Premises. Notice is hereby given that Landlord shall not be liable for any labor or material or services furnished or to be furnished to Tenant upon credit, and that no mechanic's or other lien for such labor, materials or services may attach to or affect the fee or reversionary or other estate or interest of Landlord in the Premises or this Lease. Tenant shall post and keep posted at the Premises during the course of any Alterations such written notices as are necessary to effect the terms of this Section 7.4 or are otherwise necessary in Landlord's reasonable opinion to prevent any claim from attaching to the fee or reversionary or other estate or interest of Landlord in the Premises or in this Lease pursuant to Florida Statutes 713.

Section 7.5 Payment and Performance Bonds. Prior to commencement of construction on the Leased Premises, which the Landlord, in its discretion, reasonably considers material or substantial, , Tenant shall provide to the Landlord one or more bonds obtained by the general contractor of Tenant or its subtenant (and not from any subcontractor of that general contractor) ensuring payment and performance of that general contractor's obligations under the prime construction contract directly between that general contractor and the Tenant with respect to the construction. Each of the bonds must: (i) be issued by a Qualified Surety (as hereinafter defined); (ii) be in a form satisfactory to the Landlord and run in favor of the Landlord; (iii) be in the amount of the total cost of constructing the portion of the Improvement covered by such Notice to Proceed, as such cost is stipulated in the construction contract between the Tenant and its general contractor; (iv) guarantee the performance of the contract for the construction of such Improvement in accordance with final construction plans and specs that have been approved by the City Manager (or his duly authorized representative); and (v) provide that the Landlord is an obligee on such bonds as its interests may appear. A "**Qualified Surety**" is a corporate surety or insurer authorized to do business, and to issue bonds for construction payment and performance, in the State of Florida and possessing a rating of A/VIII or better in A.M. Best's Insurance Reports.

Section 7.6. Quiet Enjoyment; Defense of Title. Landlord covenants and warrants that, except as provided herein, and so long as no Event of Default (as hereinafter defined) has occurred or is continuing, Tenant shall and will peacefully and quietly have, hold and enjoy the Leased Premises for the Term subject to the terms and conditions of this Lease. Except for matters of record on the date hereof, and except for Permitted Encumbrances, Landlord does hereby fully warrant the title to the Leased Premises and every part thereof and will defend the same against the lawful claims of all persons whomsoever.

ARTICLE VIII
DESTRUCTION AND CONDEMNATION

Section 8.1. Destruction of Premises. If the Improvements are completely destroyed or damaged in excess of 40 percent, due to any cause whatsoever, the Tenant may, at its own expense, repair, restore, or replace the destroyed property if Tenant deems it practical or advisable to do so, and this Lease will continue in full force and effect. If Tenant deems it impractical or inadvisable to repair, restore, or replace the destroyed property, this Lease will terminate upon sixty (60) days' written notice to Landlord and any Leasehold Mortgagee under Article III, Section 3.2 of this Lease.

8.2. Damage of Premises. If damage to the Improvements due to any cause whatsoever is not in excess of 40 percent, Tenant shall, at its own expense, repair, restore, or replace the damaged Improvements with due diligence, and this Lease will continue in full force and effect.

8.3. The phrase "completely destroyed" means and is defined as the destruction of the safe, tenantable use of occupancy of all Improvements under this Lease. The phrase "damaged in excess of 40 percent" will be construed to mean any damage to the Improvements (excluding damage caused solely by water used in extinguishing fire) that will require an expenditure in excess of 40 percent of the market value (immediately prior to the damage) of the Improvements to accomplish required repairs, restoration, or replacement.

Section 8.4. Total Condemnation. If, during the lease term or any extension or renewal of it, all of the premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this lease will terminate, and the rent will be abated during the unexpired portion of this lease, effective as of the date the condemning authority takes the premises.

Section 8.5 Partial Condemnation.

(a) If less than all, but more than 25 percent (25%), of the premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, Tenant may terminate the Lease by giving Landlord written notice within 30 days after the entity exercising the power of condemnation takes possession of the condemned portion.

(b) If the premises are partially condemned and Tenant fails to exercise the option to terminate the lease under this section, or if less than 25 percent of the premises is condemned, this lease will not terminate, but Tenant may, at its sole expense, restore and reconstruct the building and other improvements situated on the premises to make them reasonably tenantable and suitable for the uses for which the premises are leased. The rent payable under Article 5 of this lease will be adjusted equitably during the unexpired portion of this lease.

Section 8.6 Condemnation Award. Landlord and Tenant are each entitled to receive and retain such separate awards and portions of lump-sum awards as are allocated to their respective interests in any condemnation proceedings. The termination of this lease will not affect the rights of the respective parties to the awards.

Section 8.7. Cooperation of Landlord. Landlord and Tenant shall cooperate fully with each other in filing any proof of loss with respect to any insurance policy maintained by Tenant and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Leased Premises or any portion thereof. In no event may either Landlord or Tenant voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim, performance or payment bond claim, prospective or pending condemnation proceeding, or action relating to any construction contract for any portion of the Leased Premises without the written consent of the other.

ARTICLE IX UTILITIES

Section 9.1. Utilities. Tenant shall place in its name and shall pay or cause to be paid all charges for gas, electricity, light, heat, power, water, sewer, stormwater, all communication services, trash collection and all other utility services used, rendered, or supplied to or in connection with the Leased Premises during the Term. Landlord will not be liable in any way to Tenant for any failure, defect, or interruption of, or change in the supply, character and/or quantity of any utility service furnished to the Leased Premises for any reason except if attributable to the gross negligence or willful misconduct of Landlord, nor will there be any allowance to Tenant for a diminution of rental value, nor will the same constitute an actual or constructive eviction of Tenant, in whole or in part, or relieve Tenant from any of its Lease obligations. Tenant hereby acknowledges and agrees that the Landlord will not have any obligation or liability for the provision of utility services (including, without limitation, electric, gas, communications, potable water, and wastewater) to the Leased Premises or the School. Tenant will be solely responsible for designing, permitting, and constructing all infrastructure and systems necessary for utility service connections and delivery to the Leased Premises and for obtaining such utility services from available local providers. Tenant will be responsible for any impact fees, or connection, or tap fees for connection of utilities to the Leased Premises. Without limiting the forgoing, the Landlord may, but is not required to, via written agreement pursuant to and in accordance with all the terms, conditions, and requirements of applicable law, provide Tenant with utility services on a reimbursable basis.

ARTICLE X TRANSPORTATION

Section 10.1 Access and Transportation Improvements. Tenant shall, at its sole cost and expense, operate, repair and maintain all pedestrian and vehicular access and transportation improvements (e.g., sidewalks, bus loops, parent drop off loop, etc.) on and adjacent to the Leased Premises. Tenant, its employees, representatives, contractors, agents, licensees and invitees will have ingress/egress access to the Leased Premises, as determined by the Tenant, to the subject property as depicted on **Exhibit A** attached hereto and incorporated herein by this reference. Landlord and Tenant shall cooperate with each other in determining whether road closures should be made during school hours of any roadways contained within the boundaries of the Leased Premises. The Landlord will not be responsible nor incur any cost or expense for providing transportation or busing services for the Tenant or the Leased Premises or for the benefit of the Tenant's operations thereon. If the Tenant provides bus or transportation services to its students, Tenant shall do so at its sole cost and expense and ensure that any such bus or transport servicing students outside the Leased Premises access the Leased Premises via the designated Access Areas.

ARTICLE XI
GENERAL LIABILITY AND INSURANCE

Section 11.1 Waiver. Except as otherwise provided in this Lease or resulting from a breach of this Lease by Landlord, Tenant and its officers, members, partners, agents, employees, subtenants, licensees, invitees and contractors, and all persons claiming by and through them, hereby waive, release, and knowingly and voluntarily assume the risk of all liabilities, claims, damages (including consequential damages), losses, penalties, litigation, demands, causes of action (whether in tort or contract, in law or at equity or otherwise), suits, proceedings, judgments, and other expenses (including attorneys' and experts' fees and expenses) against the Landlord and its employees, contractors and subcontractors arising from bodily injury or death or damage to the property of any person and damage to the property of any person occurring in or at the Leased Premises or arising from the exercise of the rights granted to Tenant or performance of any obligation required by or for the Tenant under this Lease, including: (i) any interruption or stoppage of any utility services; (ii) business interruption or loss of use of the Leased Premises; (iii) any latent or patent defect in the Lease Premises; (iv) interference with Tenant's business, loss of occupancy or quiet enjoyment; and (v) any other loss resulting from the proper exercise by the Landlord of any right or the performance of any obligation under this Lease. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the Landlord (City), which immunity is hereby reserved to the Landlord (City). This covenant in this Section 11.1 shall survive the expiration or earlier termination of this Lease.

Section 11.2. No City Liability. Except as otherwise provided in this Lease, the City shall not be responsible for damage to property or injuries or death to persons that may arise from, or be attributable or incident to, the condition or state or repair of the Leased Premises, or the use and occupation of the Leased Premises, or for damages to the property of the Tenant, or injuries or death of the Tenant's officers, agents, servants, employees, or others who may be on the Leased Premises at their invitation or the invitation of any one of them. It is the intent of the Parties that the Tenant will, to the extent permitted by law, hold harmless the City for any loss or damage arising out of the use of the Leased Premises.

Section 11.3. Tenant Liability. Except as otherwise provided in this Lease, and to the extent permitted by law, Tenant assumes all risks of loss or damage to property and injury or death to persons by reason of, or incident to, the possession and/or use of the Leased Premises by the Tenant, the Tenant's officers, agents, servants, employees, or others (excluding those employees or agents of the Landlord (City) who are on the Leased Premises for the purpose of performing official duties) who may be on the Leased Premises at their invitation or the invitation of any one of them (the "Tenant Parties"), or the activities conducted by or on behalf of the Tenant Parties under this Lease. The Tenant expressly waives all claims against the Landlord (City) for any such loss, damage, bodily injury, or death caused by, or occurring as a consequence of, such possession and/or use of the Leased Premises by the Tenant Parties, or the conduct of activities or the performance of responsibilities under this Lease. Upon the request of the Landlord (City), Tenant agrees to request the execution of hold harmless agreements from the Tenant's employees, students, contractors, vendors, officers, agents, servants, or other invitees, known by Tenant to be and remain in attendance on the Leased Premises for the entire period of daily school operations; this does not include persons or entities who may be on the Leased Premises for periods of less than the entire period of daily school operations. Such agreements will be provided by the Landlord (City) for Tenant's use. If upon request of the Landlord (City) to obtain such agreements

and upon request of Tenant to execute such agreements, any individual refuses to execute such agreement, the Landlord (City) will not hold Tenant in violation of the terms of this Lease, nor, because of such refusal alone, deny the person or entity access to the Leased Premises; however, the Tenant will notify the Landlord (City) of the persons and/or entities refusing to sign the agreements. Nothing herein shall require Tenant to coerce or encourage parties to execute these agreements.

Section 11.4. Insurance. Upon the Effective Date and throughout the Term of this Lease, Tenant shall, at a minimum and, at its sole cost and expense, obtain and maintain in force during the Term of this Lease, the types of insurances with such coverage and in such form as specified in Exhibit B attached hereto and incorporated herein by this reference (collectively, the “**Required Insurances,**” **Exhibit B**). All Required Insurance to be maintained hereunder shall, unless otherwise expressly stated herein, be primary and not contributory with respect to any other insurance any insured may possess (including any self-insured retention or deductible).

Section 11.5. Insurance Requirements. All insurance required to be carried pursuant to the terms of this Lease (a) shall contain a provision that (i) the policy shall be non-cancellable and/or no material change in coverage shall be made thereto unless Landlord shall have received 30 days' prior notice of the same, by certified mail, return receipt requested, and (ii) Tenant or such third party provider shall be solely responsible for the payment of all premiums under such policies and, if applicable, Landlord shall have no obligation for the payment thereof, and (b) shall be effected under valid and enforceable policies issued by either the Florida Municipal Insurance Trust or by reputable and independent insurers permitted to do business in the State of Florida and rated in Best's Insurance Guide, or any successor thereto (or if there be none, an organization having a national reputation) as having an AM Best's Rating of "A-" and a "Financial Size Category" of at least "VII" or, if such ratings are not then in effect, the equivalent thereof or such other financial rating as an Independent Consultant may at any time consider appropriate.

Section 11.6. Delivery of Policies. On or prior to the Commencement Date, Tenant shall deliver to Landlord appropriate policies of insurance required to be carried by each party pursuant to this Article and Exhibit __. Evidence of each renewal or replacement of a policy shall be delivered by Tenant to Landlord at least 10 days prior to the expiration of such policy.

Section 11.7. Sovereign Immunity. Landlord is a local governmental entity of the State of Florida and expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with § 768.28, Florida Statutes. Regardless of anything set forth in any part or section of this Lease to the contrary, nothing in this Lease may be deemed as a waiver of immunity or limits of liability of the Landlord beyond any statutory limited waiver of immunity or limits of liability that have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the Landlord for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Nothing in this Lease may inure to the benefit of any third party for the purpose of allowing any claim against the Landlord, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

ARTICLE XII **ENVIRONMENTAL**

Section 12.1. Maintenance of Premises. Tenant, at Tenant's expense, shall maintain the Premises in compliance with, and shall not cause or permit the Premises, through the acts of

Tenant, to be in violation of, any federal, state, county and municipal laws, ordinances, or regulations including, without limitation, those relating to Hazardous Materials, air and water quality, waste disposal, zoning, building, occupational safety and health, industrial hygiene, or to the environmental conditions on, under, or about the Leased Premises, including, but not limited to, soil and groundwater conditions ("Environmental Laws"). Landlord, to the extent it has access and at Landlord's expense, shall maintain the Premises in compliance with, and shall not cause or permit the Premises, through the acts of the Landlord or any subtenant, licensee or other user of Landlord, to be in violation of any Environmental Laws. During the Term of this Lease and in exercising the rights granted herein or carrying out actions contemplated hereby, Tenant shall be responsible for compliance, at its sole cost and expense, with all Environmental Laws applicable to Tenant's use of the Leased Premises. As used herein, "**Environmental Laws**" shall mean all applicable statutes, regulations, requirements, rules, guidelines, codes, policies, orders, decrees, approvals, plans, authorizations, and similar items, and all amendments thereto, and all applicable judicial, administrative and regulatory decrees, judgments, and orders, of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, the State of Florida and its political subdivisions, relating to the protection or regulation of human health, the environment or natural resources, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") (42 U.S.C. §§ 9601 et seq.); Resource Conservation and Recovery Act ("RCRA"); the Toxic Substance Control Act (15 U.S.C. §§ 2601 et seq.); the Clean Air Act (42 U.S.C. §§ 7401 et seq.); the Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 1101 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.); the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.); the Occupational Safety and Health Act (29 U.S.C. §§ 655 et seq.); the Construction Safety Act (40 U.S.C. §§ 333 et seq.); the National Environmental Policy Act (42 U.S.C. §§ 4321 et seq.); the Endangered Species Act (16 U.S.C. §§ 1531 et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §§ 136 et seq.); the Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.); National Environmental Policy Act, Executive Order 11990 Protection of Wetlands; Executive Order 11988 Floodplain Protection; and all applicable state statutes and City ordinances applicable to the Leased Premises and the use thereof and operations thereupon as may be amended from time to time during the Term of this Lease. The Environmental Laws shall also include: (a) all requirements pertaining to reporting, warnings, licensing, permitting, investigation, remediation and removal of emissions, discharges, releases, or threatened releases of Toxic or Hazardous Wastes, Substances or Materials (each as defined by federal law), whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, land or any other environmental media, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Toxic or Hazardous Wastes, Substances or Materials, and (b) all requirements pertaining to the health and safety of employees or the public. Tenant shall not store, treat, or dispose of any Hazardous Substances on the Leased Premises. As used herein, "**Hazardous Substances**" are defined as any contaminant, toxic or hazardous waste, or any other substance the removal of which is required or the use of which is restricted, prohibited or penalized under any Environmental Laws, including, without limitation, asbestos or petroleum products. Further, during the Term of this Lease, neither party to this Lease nor any agent or party acting at the direction of or with the consent of either party hereto shall use, store, handle or dispose of by any means any Hazardous Substances at the Leased Premises, except that Tenant may be entitled to use, store, handle or dispose of Hazardous Substances of the type and in the quantities typically used by companies performing similar services in accordance with all applicable Environmental Laws, if consented to and approved in writing by the Landlord. Except as otherwise expressly provided in this Lease,

Section 12.2. Use of Hazardous Materials. Neither Tenant nor Landlord shall, in violation of any Environmental Laws, use, generate, manufacture, store, or dispose of, on, under, or about the Leased Premises or transport to or from the Leased Premises any flammable explosives, radioactive materials, including, without limitation, any substances defined as, or included in the definition of, "hazardous substances," "hazardous wastes," or "hazardous materials" under any applicable Environmental Laws ("Hazardous Materials").

Section 12.3. Environmental Liens. Neither Tenant nor Landlord shall create or suffer to exist with respect to the Leased Premises, or permit any of its agents to create or suffer to exist any lien, security interest or other charge or encumbrance of any kind, including without limitation, any lien imposed pursuant to section 107(f) of the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. section 9607(1)) or any similar Environmental Law.

Section 12.4. Responsibility. Tenant assumes all responsibility for and agrees to indemnify, defend, and hold Landlord and its employees and contractors harmless from and against any and all debts, obligations, liabilities, fines, penalties, suits, claims, demands, damages, losses, and/or expenses (including reasonable attorneys' and experts' fees and expenses) in any way related to, connected with, or arising out of, Tenant's failure to comply with any Environmental Laws or Tenant's release of any hazardous substances or environmental condition including pollution of air, water, land or groundwater, resulting from the negligent, reckless, willful, wanton or unlawful acts or omissions by Tenant, its officers, agents, employees, contractors, subcontractors or any subtenants or licensees, or their respective invitees, giving rise to Landlord liability, civil or criminal, or other responsibility under Environmental Laws. Landlord shall be solely responsible for, and to the extent permitted by law shall indemnify and hold harmless the Tenant, their partners, employees, agents, successors, and assigns from and against any loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to Landlord's (or any subtenant, licensee or user of Landlord) use, generation, storage, release, threatened release, discharge, disposal of Hazardous Materials on, under, or about the Leased Premises. The foregoing indemnities will survive the termination or expiration of this Lease.

ARTICLE XIII COVENANTS OF THE TENANT

Section 13.1. Books, Records and Annual Reports. The Tenant shall keep proper books of record and account for each of the Charter Schools with full, true, and correct entries of all of its dealings substantially in accordance with practices generally used for public school accounting in which complete and correct entries shall be made of its transactions relating to the Charter Schools, and which, together with all other books and records of the Tenant, including, without limitation, insurance policies, relating to the Charter Schools, shall at all times be subject during regular business hours to the inspection of the public. The operational manager of the school (currently Academica Central Florida, LLC) shall keep physical copies of all books, records, and annual reports at the Cornerstone Administrative Offices located at 5903 Randolph Avenue, Belle Isle, FL 32809 if the operational manager's main office is not physically located within Orange County. Tenant and Tenant's representatives will comply with Chapter 119, Public Records, of the Florida State Statutes.

Section 13.2. Consolidation, Merger, Sale or Conveyance. The Tenant agrees that during the term of this Lease it will maintain its corporate existence, will continue to be a not-for-profit corporation duly qualified to do business in the State, will not merge or consolidate with, or

sell or convey, except as provided herein, all or substantially all of its interest in the corporation to any Person unless (i) no Event of Default has occurred and is continuing, (ii) it provides to the Landlord notice of its intent at least 90 days in advance of such consolidation, merger, sale or conveyance, and (iii) the entity acquiring the Tenant's interest in the Lease Premises shall:

(a) assume in writing the performance and observance of all covenants and conditions of this Lease;

(b) provide the Landlord with an Opinion of Counsel to the Tenant (which may be rendered in reliance upon the Opinion of Counsel to such other corporation), stating that none of the other entities that are a party to such consolidation, merger or transfer has any pending litigation other than that arising in the ordinary course of business, or has any pending litigation that might reasonably result in a substantial adverse judgment. For the purposes of the preceding sentence, the term "substantial adverse judgment" shall mean a judgment in an amount that exceeds the insurance or reserves therefor by a sum that is more than 2 percent of the aggregate net worth of the resulting, surviving or transferee corporation immediately after the consummation of such consolidation, merger, or transfer and after giving effect thereto;

(c) deliver to the Landlord within 30 days of the close of such transaction, copies of all documents executed in connection therewith, one document of which shall include an Opinion of Counsel that all conditions herein have been satisfied and that all liabilities and obligations of the Tenant under the Tenant Documents shall become obligations of the new entity; provided, however, the Tenant shall not be released from same;

(e) in the case of a consolidation, merger, sale or conveyance, shall provide evidence to the Landlord the entity can continue to operate the Charter Schools as charter schools in accordance with the Charter School Law.

Section 13.3. Further Assurances. The Landlord and the Tenant agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Lease.

Section 13.4. Financial Statements; Reports; Annual Certificate; Rate Covenant.

(a) Annual Compliance Certificate. The Tenant will deliver to the Landlord within 90 days after the end of each Charter School Fiscal Year a certificate executed by an Authorized Representative of the Tenant stating that:

(i) A review of the activities of the Tenant during such Charter School Fiscal Year and of performance hereunder has been made under his or her supervision; and

(ii) He or she is familiar with the provisions of this Lease, and to the best of his or her knowledge, based on such review and familiarity, the Tenant has fulfilled all of its obligations hereunder and thereunder throughout the Charter School Fiscal Year, and there have been no defaults under this Lease or, if there has been a default in the fulfillment of any such obligation in such Charter School Fiscal Year, specifying each such default known to him or her and the nature and status thereof and the actions taken or being taken to correct such default.

(b) Additional Documents Upon Request. The Tenant will provide the Landlord with any public records and other the documents specified in this Section in a timely manner upon request.

Section 13.5. Intentionally Left Blank.

Section 13.6. Intentionally Left Blank.

Section 13.7. Licenses and Qualifications. The Tenant will do, or cause to be done, all things necessary to obtain, renew and secure all permits, licenses and other governmental approvals and to comply, or cause its Tenants to comply, with such permits, licenses and other governmental approvals necessary for the uninterrupted and continued operation of its Charter Schools as charter schools under the Charter School Law and any applicable Charter Contracts.

Section 13.8. Intentionally Left Blank.

Section 13.9. Nonsectarian Use. The Tenant agrees that it will be nonsectarian in its programs, admission policies, employment practices, and all other operations. The Tenant will also comply with all applicable state and federal laws concerning discrimination of any form against any person on the basis of race, color, religion, sex, gender identity, pregnancy, age, sexual orientation, marital or parental status, national or ethnic origin, citizenship, disability, genetic information, military or veteran status, or any other legally protected status.

Section 13.10. Intentionally Left Blank.

Section 13.11. Intentionally Left Blank.

Section 13.12. Renewals and Extensions of Charter Contracts. Under the provisions of Florida Statutes §1 002.33(7)(b), Tenant has the right to apply to the School Board for an extension to the term of its Charter Contracts. Tenant hereby agrees to take all reasonable and necessary actions, in good faith, to obtain renewals of the Charter Contracts until such time as all amounts due hereunder are indefeasibly paid and satisfied in full.

Section 13.13. Liens. The Tenant covenants that, except as specifically provided in this Lease, it shall not create, assume, incur or suffer to be created, assumed or incurred any Lien on the Leased Premises

ARTICLE XIV DEFAULT

Section 14.1. Events of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" hereunder:

(a) Failure of Tenant to make any Installment of Rent (inclusive of Additional Rent) required to be made in cash or any other monetary payment required to be made by Tenant hereunder when due, which failure is not remedied within ten (10) days after written notice of such failure is provided to Tenant ("Notice of Default").

(b) Failure of Tenant to keep, observe, or perform any term, condition, or provision this

Lease, which failure is not remedied within (30) days after receiving Notice of Default, provided, however, if the failure cannot reasonably be cured within thirty (30) days, the Tenant shall not be in default so long as Tenant commences to cure the default within such thirty (30) day period and thereafter diligently and in good faith proceeds to cure the default within a reasonable time thereafter not to exceed ninety (90) days following receipt of the Notice of Default Landlord.

(c) Tenant files a voluntary petition in bankruptcy or insolvency, or is adjudicated bankrupt or insolvent, or files any petition or answer seeking any reorganization, liquidation, dissolution or similar relief under any present or future federal bankruptcy act or any other present or future applicable federal, state or other statute or law, or makes an assignment for the benefit of creditors or seeks or consents to or acquiesces in the appointment of any trustee, receiver, liquidator or other similar official for Tenant or for all or any part of Tenant's property.

(d) *Intentionally Left Blank.*

(e) If the Leased Premises or more than fifty percent (50%) of the area of the Buildings becomes vacated, deserted, or abandoned (and the fact that any of Tenant's property remains in the Leased Premises will not be evidence that Tenant has not vacated, deserted, or abandoned the Leased Premises) for more than thirty (30) days after notice by Landlord to Tenant of such vacation, desertion, or abandonment, the Leased Premises will be deemed abandoned for the purposes of this Lease, and the Landlord shall have the right to reenter, take possession of, and occupy, use, or otherwise relet the property to another entity free and clear of any rights the Tenant may have had pursuant to this Lease. Without limitation, customary or temporary cessations of activity on the Leased Premises in observance of holidays, school breaks, including summer breaks, or government shutdowns due to pandemic or other states of emergency, do not constitute vacation, desertion, or abandonment.

(f) The dissolution or liquidation of the Tenant, or failure by the Tenant to promptly contest and have lifted any execution, garnishment, or attachment of such consequence as will impair its ability to meet its obligations with respect to the operation of the Charter Schools or to make any payments under this Lease. The phrase "dissolution or liquidation of the Tenant," as used in this subsection, shall not be construed to include the cessation of the corporate existence of the Tenant resulting either from a merger or consolidation of the Tenant into or with another domestic corporation or a dissolution or liquidation of the Tenant following a transfer of all or substantially all of its assets under the conditions permitting such actions contained in Section 13.3 hereof.

(g) *Intentionally Left Blank.*

(h) Judgment for the payment of money in excess of \$100,000 (which is not covered by insurance) is rendered by any court or other governmental body against the Tenant, and the Tenant does not discharge same or provide for its discharge in accordance with its terms, or procure a stay of execution thereof within 60 days from the date of entry thereof, and within said 60-day period or such longer period during which execution of such judgment shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal while providing such reserves therefor as may be required under Generally Accepted Accounting Principles.

(i) The placement of any lien upon the Leased Premises, by Tenant or by Tenant's contractors, sub-contractors, agents, representatives, or employees in connection with Tenant's exercise of the rights granted herein, which is not otherwise expressly permitted by this Lease and the failure to cause such lien to be bonded off or otherwise discharged within sixty (60) days

(j) The termination of the Tenant's Charter Contract(s) either by its terms or for any other reason.

Section 14.2. Remedies and Termination.

(a) Remedies. Upon an Event of Default and upon the expiration of any applicable cure period provided for in this Lease, the Landlord may, in its sole and absolute discretion, pursue any remedies as may be available to the Landlord at law or in equity.

(b) Termination.

Upon an Event of Default and upon the expiration of any applicable cure period provided for in this Lease, the Landlord may terminate the Lease and re-enter and repossess the Leased Premises and expel or remove Tenant and any other person who may be occupying said Leased Premises, or any part thereof, without being liable for prosecution or any claim of damage therefor.

The Landlord shall have the right to recover all unpaid Rent and other payments earned by Landlord prior to the date of termination of the Lease or date of repossession of the Leased Premises (whichever is earlier), and all of the Landlord's damages, costs, and expenses incurred, including reasonable attorneys' fees (including paralegal fees and expert fees), arising or resulting from the Event of Default, including costs and expenses in connection with repossession of the Leased Premises, the recovery of sums due under this Lease, and re-letting the Leased Premises, which costs and expenses shall be immediately due the Landlord from Tenant. Unless expressly provided otherwise herein, no action taken by the Landlord pursuant to this Section 14.2 may be deemed to terminate this Lease unless written notice of termination, (a "Notice of Termination") is given by the Landlord to Tenant.

The rights and remedies herein conferred upon or reserved to Landlord are not exclusive of any other right or remedy, and each and every right and remedy will be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute. In addition to other remedies provided in this Lease, Landlord will be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions, or provisions of this Lease, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to Landlord at law or in equity.

Section 14.3 No Waiver. No waiver of any covenant or condition or the breach of any covenant or condition of this Lease will constitute a waiver of any subsequent breach of such covenant or condition or justify or authorize the non-observance on any other occasion of the same or of any other covenant or condition hereof. The acceptance of Rent or other payments from Tenant by the Landlord at any time when Tenant is in default under this Lease may not be construed as a waiver of such default or of Landlord's right to exercise any remedy arising out of such default, nor may any waiver of indulgence granted by the Landlord to Tenant be taken as an estoppel against the Landlord, it being expressly understood that the Landlord may at any time thereafter, if such default continues, exercise any such remedy in the manner herein provided or as otherwise provided by law or in equity.

Section 14.4 Surrender of Leased Premises. Upon expiration or earlier termination of this Lease, Tenant shall vacate and surrender the Leased Premises to the Landlord pursuant to and

in accordance with the terms and conditions of this Section. The terms and conditions of this Section, inclusive of all subsections and sub-subsections, will survive expiration or termination of this Lease.

a. Retention of Improvements. The Landlord, in its discretion, may retain all or any part of the Improvements upon the expiration or earlier termination of this Lease. The Landlord may exercise the aforementioned right by providing written notice of the same to Tenant two (2) years prior to the Expiration Date or in the Landlord's Notice of Termination. Tenant shall execute any and all documentation necessary to convey all right title and interest in said Improvements to be so retained by the Landlord.

b. Removal of Improvements. If Landlord does not wish to retain certain Non-permanent Improvements made by Tenant, then Landlord shall provide written notice to Tenant two (2) years prior to the Expiration Date or in the Landlord's Notice of Termination, and Tenant will be responsible for removing such Improvements and related utilities from the Leased Premises at Tenant's sole cost and expense within ninety (90) days of lease termination date. "Non-permanent Improvements" shall include such improvements as sports/play field seating and lighting, modular classrooms and similar school specific fixtures. If the Tenant fails to timely remove such Non-Permanent Improvements, then the Landlord may cause such Non-Permit Improvements to be removed, and Tenant shall be liable to the Landlord for such cost of removal.

Section 14.5. *Intentionally Left Blank.*

Section 14.6. No Money Damages. Wherever in this Lease Landlord's consent or approval is required, if Landlord refuses to grant such consent or approval, regardless of whether Landlord expressly agreed that such consent or approval would not be unreasonably withheld, Tenant may not make, and Tenant hereby waives, any claim for money damages (including any claim by way of set-off, counterclaim, or defense) based upon Tenant's claim or assertion that Landlord unreasonably withheld or delayed its consent or approval. Tenant's sole remedy shall be an action or proceeding to enforce such provision, by specific performance, injunction or declaratory judgment. In no event will Landlord be liable for, and Tenant hereby waives any claim for, any indirect, consequential, or punitive damages, including loss of profits or business opportunity, arising under or in connection with this Lease, even if due to the gross negligence or willful misconduct of Landlord or its members, officers, agents or employees.

Section 14.7. Landlord's Defaults. Upon a default by Landlord under this Lease, Tenant will have all rights and remedies available to it under the law or in equity, but specifically excluding rights of setoff or abatement as to Charter School Revenues and Rent.

Section 14.8. Waiver of Trial by Jury. LANDLORD AND TENANT AND THEIR ASSIGNS, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS IN ANY WAY ARISING OUT OF OR CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S OR LANDLORD'S USE OR OCCUPANCY OF THE LEASED PREMISES, OR THE ENFORCEMENT OF ANY REMEDY HEREUNDER.

Section 14.9. Costs and Attorneys' Fees. If either party shall bring an action to recover any sum due hereunder, or for any breach hereunder, the prevailing party will be entitled to receive all of its costs and reasonable attorneys' fees from the non-prevailing party.

Section 14.10. Indemnification. To the extent permitted by law and occasioned by a party's negligence, and as limited by Section 768.28, Florida Statutes, each party will indemnify, defend, and hold harmless the other from any and all fines, suits, claims, demands, penalties, losses and actions (including attorneys' fees) for any injury to persons or damage to or loss of property in or about the Leased Premises caused by the negligence, willful misconduct or breach of this Lease by such indemnifying party, its members, officers, agents, employees, business invitees or guests, or arising from such indemnifying party's use of the Lease Premises.

Section 14.11. Waiver. The waiver by either party hereto of any breach of any term, covenant or condition herein contained will not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of any amounts by Landlord will not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease may be deemed to have been waived by either party hereto, unless such waiver has been reduced to writing by that party.

Section 14.12. Force Majeure. Except as otherwise expressly provided in this Lease, any prevention, delay, or stoppage caused by fire, earthquake, explosion, flood, hurricane, the elements, or any other similar cause beyond the reasonable control of the party from whom performance is required, or any of their contractors; acts of God or the public enemy; actions, restrictions, limitations or interference of governmental authorities or agents; war, invasion, insurrection, rebellion; riots; strikes or lockouts, or inability to obtain necessary materials, goods, equipment, services, utilities or labor shall excuse the performance of such party for a period equal to the duration of such prevention, delay or stoppage; provided, however that (i) in no event will financial incapability excuse the performance of either party, and (ii) the terms of this Section 14.12 will in no event excuse Tenant's obligation to timely pay Annual Rent and the other sums owing under this Lease.

Section 14.13 Waiver of Claims for Defects. Tenant further covenants and agrees that Landlord will not be liable to Tenant, or any one claiming by, through, or under the Tenant, for any defect in the Premises, or any buildings, building components, fixtures, apparatuses, or personal property located thereon, latent or otherwise, for any injury, loss, or damage to any persons or to the Premises, or to any property of Tenant, or of any other person, contained in or upon the Premises, caused by or arising or resulting from such defect.

ARTICLE XV GOVERNMENT RIGHTS

Section 15.1 Government Rights Not Impaired. Nothing contained in this Lease shall be construed to diminish, limit, or restrict the reasonable exercise of any right, prerogative, or authority of the City over the Leased Premises relating to the security or the health, welfare, safety, or security of persons on the Leased Premises, as established in law, regulation, or ordinances.

ARTICLE XVI MISCELLANEOUS

Section 16.1 Recitals. The recitals made in this Lease are true and correct and are hereby incorporated by this reference.

Section 16.2 Effective Date. The “**Effective Date**” of this Lease shall be the last date upon which a Party executes this Lease as shown on the signature pages hereto.

Section 16.3 Brokers. Each of the parties represents and warrants there are no claims for brokerage commissions or finders' fees in connection with the execution of this Lease and each of the parties agrees to indemnify and hold harmless the other from any and all liabilities, costs and expenses (including attorneys' fees) arising from such claim made by or through the indemnifying party.

Section 16.4. Assignment and Subletting. Tenant may not transfer, assign, or sublet this Lease, in whole or in part, or any of its rights or obligations hereunder, without the written consent of the Landlord. Any transfer, assignment, or sublease which is not conducted in strict compliance with the terms and conditions of this Section is void ab initio and of no force or effect whatsoever. So long as an Event of Default has occurred and is continuing, Tenant has no right to assign, mortgage, pledge, encumber, or otherwise transfer this Lease or any portion thereof, whether by operation of law or otherwise, and may not sublet (or underlet), or permit the Leased Premises or any part thereof to be used or occupied by others (whether for desk space, mailing privileges or otherwise), without first obtaining the prior written consent of Landlord in the Landlord's sole discretion and that the Tenant may assign, or otherwise transfer this Lease as permitted by the Landlord so long as the rent from the assignee or other transferee equals or exceeds fair market rent at that time. Any assignment, sublease, mortgage, pledge, encumbrance, or transfer in contravention of the provisions of this Section is void. The consent by Landlord to any assignment, sublease, mortgage, pledge, encumbrance, or transfer may not be construed as a waiver or release of Tenant from any and all liability for the performance of all covenants and obligations to be performed by Tenant under this Lease, nor may the collection or acceptance of rent from any assignee, transferee or tenant constitute a waiver or release of Tenant from any of its liabilities or obligations under this Lease.

Section 16.7. Applicable Law. The laws of the State of Florida govern the validity, performance, and enforcement of this Lease. Venue for any and all claims brought hereunder or in connection herewith must be Orange County, Florida. At all times during the Term of this Lease, with respect to all actions taken hereunder and in exercising the rights and privileges granted hereby, Tenant shall comply with and require all of its officers, employees, agents, suppliers, contractors, licensees, and invitees to comply with all applicable federal, state, and local laws, rules, regulations, requirements, ordinances, policies, directives, and instructions, including the Environmental Laws and applicable provisions of the Americans with Disabilities Act (collectively, the “**Applicable Laws**”), as may be in effect or modified from time to time during the Term of this Lease.

Section 16.8. Estoppels. Within seven (7) days following a request from Landlord, Tenant shall deliver to Landlord a written statement executed and acknowledged by Tenant, in a form satisfactory to Landlord, (a) stating the Effective Date and the expiration date of the Term and that this Lease is then in full force and effect and has not been modified (or if modified, setting forth all modifications), (b) setting forth the date to which the Rent has been paid, (c) stating whether, to the best of Tenant's knowledge, Landlord is in default under this Lease, and,

if Tenant asserts that Landlord is in default, setting forth the specific nature of any such defaults, (d) stating whether Landlord has failed to complete any work required to be performed by Landlord under this Lease, (e) stating whether there are any sums payable to Tenant by Landlord under this Lease, (f) stating the amount of any security deposit under this Lease, (g) stating whether there are any subleases or assignments affecting the Leased Premises, (h) stating the address of Tenant to which all notices and communications under this Lease shall be sent, and (i) responding to any other matters reasonably requested by Landlord. Tenant acknowledges that any statement delivered pursuant to this Section may be relied upon by any purchaser or owner of the Leased Premises.

Section 16.9 Bankruptcy. If any voluntary or involuntary petition is filed under the United States Bankruptcy Code by or against Tenant (other than an involuntary petition filed by or joined in by the City), Tenant may not assert, or request any other party to assert, that the automatic stay under the Bankruptcy Code operates to stay or otherwise affect the City's ability to enforce any rights it has under any agreement between the Parties, or any other rights that the City has, regardless of whether now or hereafter acquired, against any party responsible for the debts or obligations of Tenant under such agreements. Tenant may not seek a supplemental stay or any other relief, whether injunctive or otherwise, pursuant to the Bankruptcy Code, to stay or otherwise affect the City's ability to enforce any of its rights under such agreements against any party responsible for the debts or obligations of the Tenant. The covenants in this Section are material in inducing the City to enter into this Lease, and Tenant agrees that no grounds exist for equitable relief that will bar or impede the exercise by the City of its rights and remedies under such agreements against Tenant or any party responsible for the debts or obligations of Tenant. If any part of Tenant's interest in the Leased Premises or the Improvements becomes the property of any bankruptcy estate or subject to any state or federal insolvency proceeding, the City shall immediately become entitled, in addition to all other relief to which the City may be entitled under law or any agreement between the Parties, to obtain (i) an order from the Bankruptcy Court or other appropriate court granting immediate relief from the automatic stay pursuant to the Bankruptcy Code to permit the City to pursue its rights and remedies at law and in equity under applicable state law, and (ii) an order from the Bankruptcy Court prohibiting Tenant's use of all "cash collateral," as defined under the Bankruptcy Code. In connection with such Bankruptcy Court orders, Tenant shall not assert in any pleading or petition filed in any court proceeding that the City lacks sufficient grounds for relief from the automatic stay. Tenant agrees that any bankruptcy petition or other action taken by Tenant to stay, condition, or prevent the City from exercising its rights or remedies under this Lease or any other agreement between the Parties will be deemed to have been undertaken in bad faith. If any voluntary or involuntary petition is filed under the Bankruptcy Code by or against Tenant (other than an involuntary petition filed by or joined in by the City), Tenant shall notify the City of such filing within ten (10) business days after receiving notice. If any part of Tenant's interest in the Leased Premises or Improvements becomes the property of any bankruptcy estate or subject to any state or federal insolvency proceeding, Tenant shall notify the Government of such proceeding within ten (10) business days after receiving notice of the proceeding.

Section 16.10. Memorandum of Lease. Tenant shall not be permitted to record a copy of this Lease on the Public Records of Orange County, Florida. Tenant shall be permitted to record a memorandum of this Lease on such Public Records setting forth the name of the parties, identifying this Lease and setting forth the expiration date and renewal options.

Section 16.11. Survival. All obligations and liabilities of Landlord or Tenant to the other

which accrued before the expiration or other termination of this Lease, and all such obligations and liabilities which by their nature or under the circumstances can only be, or by the provisions of this Lease may be, performed after such expiration or other termination, shall survive the expiration or other termination of this Lease. Without limiting the generality of the foregoing, the rights and obligations of the parties with respect to any indemnity under this Lease, and with respect to Base Rent and any other amounts payable under this Lease, shall survive the expiration or other termination of this Lease.

Section 16.12. Interpretations. This Lease may not be construed more strictly against one party than against the other merely because this Lease may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to its preparation.

Section 16.13. Disputes. If a dispute regarding this Lease arises, the Parties agree to use their best efforts to resolve the dispute through negotiations and any alternative dispute resolution (ADR) methods they deem to be appropriate and to which each of the parties mutually agrees. The City's obligation to make any payment arising out of an agreement resolving a dispute under this Lease is contingent upon the availability of funds for such payment. Under no circumstances will failure of the City to appropriate sufficient funds to meet obligations hereunder constitute a default or require payment or penalty of any kind under this Lease. If the Parties are unable to resolve the dispute following unassisted negotiations and/or the ADR proceeding, the complaining party may take any additional actions it may deem necessary to resolve the dispute.

Section 16.14 Notices. All notices, demands, and communications hereunder to Tenant or Landlord must be in writing and shall be served or given by hand-delivery, by certified United States Mail, return receipt requested, or by a nationally recognized overnight delivery service making receipted deliveries to the addresses first above appearing or to such other addresses as are hereinafter designated by either party to the other.

Section 16.15. Relationship of Parties. The relationship between the parties hereto is solely as set forth herein, and neither party may be deemed the employee, agent, partner, or joint venturer of the other.

Section 16.16. Third Party Beneficiary. Landlord and Tenant are the only parties to this Lease. Nothing in the Lease provides any benefit or right, directly or indirectly, to third parties. The Parties agree to reasonably cooperate in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under the Lease.

Section 16.17. Severability. Each and every covenant and agreement contained in this Lease shall, for all purposes, be construed to be a separate and independent covenant and agreement, and the breach of any covenant or agreement contained herein by either party will in no way or manner discharge or relieve the other party from its obligation to perform each and every covenant and agreement herein. The invalidity or unenforceability of any provision of this Lease will not affect or impair any other provision.

Section 16.18 Headings. Headings contained in this Lease are for convenience and reference only and in no way define, describe, extend, or limit the scope or content of this Lease nor the intent of any provision hereof.

Section 16.19 Press Releases. The Parties share a common desire to present favorable public information regarding the Lease and their association with it. To that end, the Parties shall cooperate with each other in connection with the issuance of such press releases and shall not issue any press release regarding the Lease without the prior consent of the other, which consent shall not be unreasonably withheld or delayed.

Section 16.20 Anti-Discrimination. Tenant shall comply with Federal laws, rules, and regulations prohibiting discrimination any form against any person on the basis of race, color, religion, sex, gender identity, pregnancy, age, sexual orientation, marital or parental status, national or ethnic origin, citizenship, disability, genetic information, military or veteran status, or any other legally protected status.

Section 16.21 Time is of the Essence. Time is of the essence with respect to the performance of each party's duties and obligations under this Lease.

Section 16.22 Anti-Kickback Procedures. Tenant shall have in place and follow reasonable procedures designed to prevent and detect, in its own business operations, any of the following activities in connection with this Lease or any agreement relating to this Lease: (i) persons providing or attempting to provide or offering to provide any kickback; or (ii) persons soliciting, accepting, or attempting to accept any kickback. When it has reasonable grounds to believe that any of the activities described in this Section may have occurred, Tenant or Landlord shall promptly report in writing such activities to the State Attorney General, State Ethics Commission and/or FDLE. Tenant shall cooperate fully with any federal or state agency investigating such activities.

Section 16.23 Binding Effect and Beneficiaries. The provisions of this Lease inure to the benefit of and are binding upon the Parties hereto and their respective successors and assigns. Notwithstanding the foregoing, this Lease is not assignable except as expressly provided herein. This Lease is entered into for the sole benefit and protection of the Parties hereto, and no other person or entity has any right of action under this Lease.

Section 16.24 No Individual Liability. No covenant or commitment contained in this Lease may be deemed to be the covenant or commitment of any individual officer, agent, employee, or representative of the Landlord or the Tenant, in his or her individual capacity, and none of such persons will be subject to any personal liability or accountability by reason of the execution of this Lease, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty, or otherwise.

Section 16.25 Immunities and Defenses. Nothing in this Lease may be construed to waive any immunity from or defense to claims which Landlord or Tenant may enjoy under federal law, including the Federal Tort Claims Act, or under state law, including the Florida Tort Claims Act.

Section 16.26 Counterparts. This Lease may be executed in multiple counterparts, each of which will constitute an original and all of which when taken together will constitute one and the same instrument. Facsimile and electronic copies of this Lease, bearing the parties' respective signatures, will be enforceable as originals.

Section 16.27 Interpretation. This Lease was jointly negotiated and jointly drafted by the Parties with the advice or their respective legal counsel and may not be interpreted or construed in

favor or against either Party on the grounds that said Party drafted the Lease. The language of this Lease will be construed as a whole according to its fair and logical meaning and not strictly for or against any of the Parties.

Section 16.28 Notices and Consents. Any and all notices or other communications required or permitted to be given under this Lease must be in writing and either (i) personally delivered, in which case notice shall be deemed delivered upon receipt, (ii) sent by facsimile, in which case notice shall be deemed delivered upon the sender's receipt of confirmation of transmission of such facsimile notice produced by the sender's facsimile machine, (iii) sent by any nationally recognized overnight courier service with provisions for proof of delivery, in which case notice shall be deemed delivered on the next business day after the sender deposits the same with such delivery service, or (iv) sent by United States Mail, postage prepaid, certified mail, return receipt requested, in which case notice shall be deemed delivered on the date of delivery as shown on the return receipt or the date of the addressee's refusal to accept delivery as indicated by the United States Postal Service, and in any case such notices or other communication shall be addressed to the following addresses:

Landlord: City of Belle Isle
ATTN: City Manager
1600 Nela Avenue
Belle Isle, FL 32809

Tenant: Cornerstone Charter Academy
ATTN: Chair, Board of Directors
5903 Randolph Avenue
Belle Isle, FL 32809

Section 16.28 Entire Agreement; Amendments.

(a) This Lease constitutes the entire agreement of the Parties and no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect. Any change, amendment, or modification to this Lease shall not be binding upon the Parties unless it is in writing and execute by the Parties hereto.

(b) This Lease may not be amended, modified, altered, or changed in any way, nor may any provision contained herein be waived, except by written agreement executed by the Parties hereto. Except as expressly permitted by the terms of this Lease, no modification, alteration or amendment shall be made to this Lease which adversely affects the rights of the Landlord to exercise their rights and any remedies with respect to this Lease upon the exercise of an Event of Default (as defined herein).

**[SIGNATURE PAGE
TO FOLLOW]**

EXHIBIT A

Legal Description

PARCEL A

Lot 1 and the East 10 feet of Lot 2 of J.G. TYNER'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book F, Page 44, of the Public Records of Orange County, Florida.

TOGETHER WITH North Half of vacated alley way as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

PARCEL B

The West 58 feet of Lot 2 and East 3 feet of Lot 3, of J.G. TYNER'S SUBDIVISION, of a part of North 391.8 feet of Lot 9, HARNEY'S HOMESTEAD, according to the Plat thereof, filed for record August 19, 1912, in Plat Book F, Page 44, Public Records of Orange County, Florida.

TOGETHER WITH North Half of vacated alley way as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

PARCEL C

Lot 3, LESS the East 3 feet thereof, of J.G. TYNER'S SUBDIVISION of a part of the North 391.8 feet of Lot 9, HARNEY'S HOMESTEAD, according to the Plat thereof, filed for record August 19, 1992, in Plat Book F, Page 44, Public Records of Orange County, Florida.

TOGETHER WITH North Half of vacated alley way as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

PARCEL D

Lot 4 of J.G. TYNER'S SUBDIVISION of a part of North 391.8 feet of Lot 9, of HARNEY'S HOMESTEAD, according to the Plat thereof, filed for record in Plat Book F, Page 44, Public Records of Orange County, Florida.

TOGETHER WITH North Half of vacated alley way as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

PARCEL E

Lots Seven (7) and Eight (8) and West Twenty Feet (20) of Lot Nine (9) of J.G. TYNER'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book F, Page 44, Public Records of Orange County, Florida.

TOGETHER WITH South Half of vacated alley way lying North of said Lots 7 and 8 and the South Half of vacated alley way lying North of said West 20 feet of said Lot 9 as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

PARCEL F

Lot 9 (LESS West 20 feet), J.G. TYNER'S SUBDIVISION, according to the Plat thereof, recorded in Plat Book F, Page 44, Public Records of Orange County, Florida.

TOGETHER WITH South Half of vacated alley way as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

PARCEL G

Lots 10, 11, 12 and 13, of J.G. TYNER'S SUBDIVISION of a part of North 391.8 feet of Lot 9, HARNEY'S HOMESTEAD, according to the Map or Plat of said HARNEY'S on record; the Plat of J.G. TYNER'S SUBDIVISION, being recorded in Plat Book F, Page 44, Public Records of Orange County, Florida.

ALSO, beginning at the Northwest corner of Lot 13, of J.G. TYNER'S SUBDIVISION, of a part of the North 391.8 feet of Lot 9, of HARNEY'S HOMESTEAD, according to the Map or Plat of said HARNEY'S HOMESTEAD on record, run North 29.8 feet; thence run East 100 feet; thence run South 29.8 feet; thence run West 100 feet to the POINT OF BEGINNING. Said land being located in Section 24, Township 23 South, Range 29 East, Orange County, Florida.

TOGETHER WITH South Half of vacated alley way as described in Resolution recorded in Official Records Book 3723, Pages 2582 through 2584, Public Records of Orange County, Florida.

AND

Extension of said 15 foot alley Easterly through a portion of Lot 9 of HARNEY'S HOMESTEAD, more particularly described as follows:

North 15 feet of the South 44.8 feet of the North 217.8 feet of the East 100 feet of said Lot 9, together with any other interest of party of the first part in and to that part of said Lot 9, lying North of Lot 13, of J.G. TYNER'S SUBDIVISION, (Plat Book F, Page 44), recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL H

The North 173 feet of the East 100 feet of Lot 9 of HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida. ALSO DESCRIBED AS:

Begin at a stone at the Northeast corner of land formerly belonging to C.J. SWEET AT PINE CASTLE, FLORIDA, situated in Section 24, Township 23 South, Range 29 East, run South 173 feet; thence West 100 feet; thence North 173 feet; thence East 100 feet to the POINT OF BEGINNING.

AND

PARCEL J-3

Lot 9 of the HARNEY HOMESTEAD, as recorded in Plat "C", Page 53, of the Public Records of Orange County, Florida, LESS the Easterly 228.47 feet AND LESS the North 391.8 feet AND LESS the West 224.28 feet thereof; AND LESS road right-of-way on the South and being more particularly described as follows:

Commence at the Southwest corner of Lot 9 of the HARNEY HOMESTEAD, as recorded in Plat Book "C", Page 53, of the Public Records of Orange County, Florida; thence run North 89 degrees 57 minutes 29 seconds East along the North right-of-way line of Wallace Street as shown and depicted on the plat of KEEN-CASTLE, as recorded in Plat Book "P", Page I, of said public records, a distance of 224.28 feet to the POINT OF BEGINNING; thence North 00 degrees 04 minutes 16 seconds East along the East line of the West 224.28 feet of said Lot 9, a distance of 224.70 feet to a point on the South right-of-way line of Fairlane Avenue; thence along said South line North 89 degrees 58 minutes 20 seconds East, a distance of 47.00 feet; thence leaving said South line South 00 degrees 18 minutes 56 seconds East, a distance of 224.67 feet to a point on the North right-of-way line of Wallace Street; thence along said North line South 89 degrees 57 minutes 29 seconds West, a distance of 47.00 feet to the POINT OF BEGINNING.

AND

PARCEL K-1:

North 126 feet of the South 243.7 feet of East 50 feet of West 198.5 feet of Lot 10, Subdivision of the HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, of the Public Records of Orange County, Florida.

AND

PARCEL K-2:

The North 100 feet of the South 200 feet of the West 148.5 feet of Lot 10, SUBDIVISION OF THE HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL K-3:

Begin at the Northwest corner of Lot 10, run East 145.0 feet along the North line of Lot 10, thence run South 00 degrees 07 minutes 04 seconds East 105.5 feet, thence run South 89 degrees 59 minutes 34 seconds East 3.5 feet more or less, to the Northwest corner of the above described Parcel K-1, thence South 00 degrees 07 minutes 04 seconds East 43.5 feet more or less, to the Northeast corner of the above described Parcel K-2, thence run North 89 degrees 59 minutes 34 seconds West along the North line of Parcel K-2, 148.5 feet more or less, to the Northwest corner of Parcel K-2, thence North 00 degrees 07 minutes 04 seconds West 149.0 feet more or less, to the POINT OF BEGINNING, all within the SUBDIVISION OF THE HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

From the Northwest corner of Lot 10, run East 145.0 feet along the North line of Lot 10; thence run South 00 degrees 02 minutes 36 seconds West 105.5 feet to the POINT OF BEGINNING; thence run East 3.5 feet to the Northwest corner of the above described Parcel K-1, thence South 00 degrees 02 minutes 36 seconds West 43.5 feet to the Northeast corner of the above described Parcel K-2, thence run West along the North line of Parcel K-2, 148.5 feet to the Northwest corner of Parcel K-2, thence North 00 degrees 02 minutes 36 seconds East 24.53 feet; thence South 89 degrees 13 minutes 04 seconds East 145.01 feet; thence North 00 degrees 02 minutes 36 seconds East 21.15 feet to the POINT OF BEGINNING, all within the SUBDIVISION OF HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL K-4:

A portion of Lot 10, SUBDIVISION OF HARNEY HOMESTEAD, as recorded in Plat Book C, Page 53, of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Lot 10; thence due East 145.00 feet along the North line of said Lot 10 for a POINT OF BEGINNING; thence continue along said North line, due East 53.50 feet to the intersection of said North line and the Northerly prolongation of the East line of the North 126 feet of the South 243.7 feet of the East 50.00 feet of the West 198.50 feet of

said Lot 10; thence along said East line, South 00 degrees 08 minutes 50 seconds West 105.50 feet to the Northeast corner of the North 126 feet of the South 243.7 feet of the East 50.00 feet of the West 198.50 feet of said Lot 10; thence from said point, due West 53.50 feet; thence North 00 degrees 08 minutes 50 seconds East 105.50 feet to the POINT OF BEGINNING.

AND

PARCEL K-5

The West 110 feet of South 50 feet of Lot 8, SUBDIVISION OF THE HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL K6:

Lot 8, LESS the West 110 feet of South 50 feet of Lot 8, SUBDIVISION OF THE HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL K7

The West 119.83 feet of the North 150 feet of Lot 7, SUBDIVISION OF THE HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL K-8:

The West 120 feet of the South 145 feet of Lot 7, SUBDIVISION OF THE HARNEY HOMESTEAD, according to the Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL K-9

The East 75 feet of the West 194.83 feet of the North 150 feet of Lot 7, HARNEY HOMESTEAD, according to the Map or Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL 10:

The East 75 feet of the West 269.83 feet of the North 150 feet of Lot 7, HARNEY HOMESTEAD, according to the Map or Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida.

AND

PARCEL 11

Begin 763 feet East and 250 feet North of the Southwest corner of Lot 10, HARNEY HOMESTEAD, as per Plat thereof, recorded in Plat Book C, Page 53, Public Records of Orange County, Florida, run North 251.51 feet, West 348 feet, South 251.5 feet, East 348 feet to PLACE OF BEGINNING.

Less and except therefrom, that portion thereof conveyed by Pine Castle Methodist Church, Inc., a Florida corporation, to Charles E. Maull, Jr. and June L. Maull, by Quit Claim Deed recorded August 21, 2003 in Official Records Book 7061, Page 4692, Public Records of Orange County, Florida, more particularly described as follows:

A portion of Lot 7, Subdivision of HARNEY HOMESTEAD, Plat Book "C", Page 53, Public Records of Orange County, Florida, being more particularly described as follows:

Begin at the Southeast corner of the East 75 feet of the West 269.83 feet of the North 150 feet of said Lot 7; thence East 197.48 feet along the South line of the North 150 feet of said Lot 7 to a point on the East line of lands described in Official Records Book 6253, Page 6532, Public Records of Orange County, Florida; thence South 00 degrees 28 minutes 01 seconds East 11.10 feet along said East line; thence North 89 degrees 42 minutes 36 seconds West 197.60 feet to a point on a Southerly projection of the East line of the East 75 feet of the West 269.83 feet of the North 150 feet of said Lot 7; thence North 00 degrees 08 minutes 50 seconds East 10.10 feet along said southerly projection to the POINT OF BEGINNING.

AND PARCEL

K12:

Beginning 465 feet East of the Southwest corner of Lot 10, HARNEY HOMESTEAD, in Section 24, Township 23 South, Range 29 East, as per Plat thereof, as recorded in Plat Book C, Page 53, Public Records of Orange County, Florida, run East 298 feet, North 250 feet, West 298 feet, and South 250 feet to the POINT OF BEGINNING.

AND Former Bank of America Parcel

Being that property located within the City of Belle Isle, Orange County, Florida, more particularly described as follows:

Lot 9 of HARNEY HOMESTEAD, as recorded in Plat Book C, Page 53, of the Public Records of Orange County, Florida, less the East 100 feet thereof; less the North 391.8 feet thereof; less

portions of road right of way on the North, bounded by Fairlane Avenue, and on the South, bounded by East Wallace Street, as the same may have been conveyed to or taken by the City of Belle Isle or Orange County, Florida for road widening purposes.

LESS AND EXCEPT:

That part of Lot 9 conveyed to the State of Florida by Special Warranty Deed recorded in Official Records Book 779, Page 14, of the Official Records of Orange County, Florida, being described as follows:

That part of: Lot 9, Harney Homestead Subdivision, as shown in Plat Book "C", Page 53, said public records, LESS the North 391.8 feet of said Lot 9; lying within 30 feet Easterly of the survey line of State Road 527, Section 75040, said survey line being described as follows:

Begin on the Easterly extension of the North line of Lot 18, John Keen's Subdivision, Plat Book "H", Page 11, public records, Orange County, Florida, at a point 31.16 feet East of the Northeast corner of said Lot 18, and run thence North $0^{\circ}15'17''$ West, 579.36 feet to the center of Section 24, Township 23 South, Range 29 East;

ALSO, the East 30 feet of the West 60 feet of the South 30 feet of the North 421.8 feet of said Lot 9, Harney Homestead;

ALSO, that part of said Lot 9, Harney Homestead, lying within 30 feet Northerly of a line described as follows:

Commence on the Easterly extension of the North line of Lot 18, John Keen's Subdivision, Plat Book "H", Page 11, Public Records, Orange County, Florida, at a point 31.16 feet East of the Northeast Corner of said Lot 18, and run thence North $0^{\circ}15'17''$ West 33.70 feet for a POINT OF BEGINNING; From said Point of Beginning run South $89^{\circ}42'47''$ East, 60 feet;

The lands herein described contain .172 acre (7499 square feet), more or less, exclusive of area in existing roads.

FURTHER LESS AND EXCEPT

That part conveyed to Pine Castle Methodist Church, Inc. by Special Warranty Deed recorded in Official Records Book 8382, Page 274, of the Official Records of Orange County, Florida, being described as follows:

Commence at the Southwest corner of Lot 9 of the HARNEY HOMESTEAD, as recorded in Plat Book "C", Page 53, of the public records of Orange County, Florida, thence run North 89 deg 57 min 29 sec East along the North right-of-way line of Wallace Street as shown and depicted on the plat of KEEN- CASTLE, as recorded in Plat Book "P", Page 1, of said public records, a distance of 224.28 feet to the POINT OF BEGINNING; thence North 00 deg 04 min 16 sec East along the East line of the West 224.28 feet of said Lot 9, a distance of 224.70 feet to a point on the South right-of-way line of Fairlane Avenue; thence along said South line North 89 deg 58 min 20 sec East, a distance of 173.95 feet; thence leaving said South line

South 00 deg 18 min 56 sec East along the West line of the East 100.00 feet of said Lot 9, a distance of 224.65 feet to a point on the North right-of-way line of Wallace Street; thence along said North line South 89 deg 57 min 29 sec West, a distance of 175.47 feet to the POINT OF BEGINNING.

Address (as shown in Tax Records): 6300 Hansel Ave., Orlando, FL 32809
Address (actual): 6003 Hansel Ave., Belle Isle, FL Orange County Tax Parcel No. 24-23-29-3400-00-094

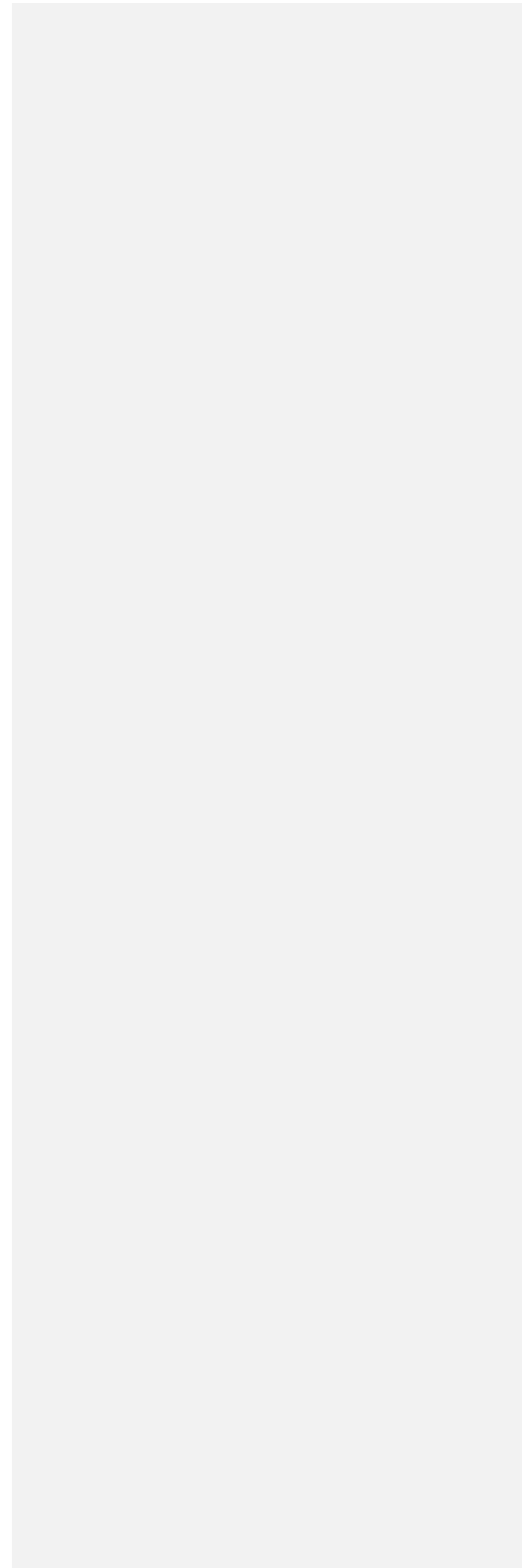


EXHIBIT B

INSURANCE

Insurance	Coverages	Other Requirements
Worker's Compensation	Statutory	Waiver of subrogation in favor of City. No "alternative" forms of coverage permitted without City approval.
Employers' Liability	\$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease.	Waiver of subrogation in favor of City.
General Liability	\$2,000,000 per occurrence \$2,000,000 general aggregate \$1,000,000 products/completed operations aggregate limit \$2,000,000 personal and advertising injury \$100,000 damaged to rented premises \$10,000 medical expense limit	<ol style="list-style-type: none">1. Coverage shall be written on a "per occurrence" insurance form.2. Coverage shall include contractual liability, independent contractors' liability, products and completed operations liability, and personal injury liability.3. Coverage shall be primary and non-contributory.4. City shall be named as "Additional Insured".5. Separation of Insured language shall not be modified.6. Waiver of subrogation in favor of City.7. General Aggregate and Products/Completed Operations Aggregate limits apply on a "per location" basis.8. No exclusion of liability assumed under contract.

Insurance	Coverages	Other Requirements
Business Automobile Liability	\$1,000,000 combined single limit per accident	<p>City shall be named as “Additional Insured.”</p> <p>Waiver of subrogation in favor of City.</p> <p>Coverage includes bodily injury (including death) and property damage arising out of ownership, maintenance, or use of Tenant’s owned, hired and non-owned private passenger or commercial vehicles, including other equipment required to be licensed for road use.</p>
Excess/Umbrella Liability Insurance	\$10,000,000 each occurrence / \$5,000,000 aggregate	<ol style="list-style-type: none"> 1. Coverage shall be written on an “occurrence” insurance form. 2. City shall be named as “Additional Insured.” 3. Waiver of subrogation in favor of City. 4. Coverage shall apply to excess claims to Employers’ Liability, General Liability, Automobile Liability, and, if required under Article XI, Errors & Omissions Liability and Environmental Impairment/ Pollution Legal Liability insurance coverages.
Property	Replacement Cost Value	<ol style="list-style-type: none"> 1. Coverage shall be for Special (“All-Risks”) perils or causes of loss. 2. Coverage shall be for Tenant’s business personal property, improvements and betterments, equipment and tools. 3. No coinsurance. 4. City shall be named as Additional Insured and Loss Payee. 5. Waiver of Subrogation in favor of City. 6. Ordinance and Law coverage.

Insurance	Coverages	Other Requirements
Property - Extra Expense	Extra Expense (including all ongoing expenses) of not less than six (6) months.	<ol style="list-style-type: none"> 1. Actual Loss Sustained valuation coverage. 2. Extended Period of Indemnity of at least one hundred eighty (180) days. 3. City shall be named as Additional Insured and Loss Payee. 4. Waiver of subrogation in favor of City. 5. Coverage of losses arising from interruption of utilities outside any Leased Premises.
Property – Builders’ Risk	Replacement Cost Value of any improvements made on the Leased Premises during the Term of the Lease.	<ol style="list-style-type: none"> 1. Coverage shall be for Special (“All-Risks”) perils or causes of loss. 2. Coverage shall be for any improvements made during the Term of the Lease. 3. No coinsurance. 4. City shall be named as Additional Insured and Loss Payee. 6. Waiver of Subrogation in favor of City.

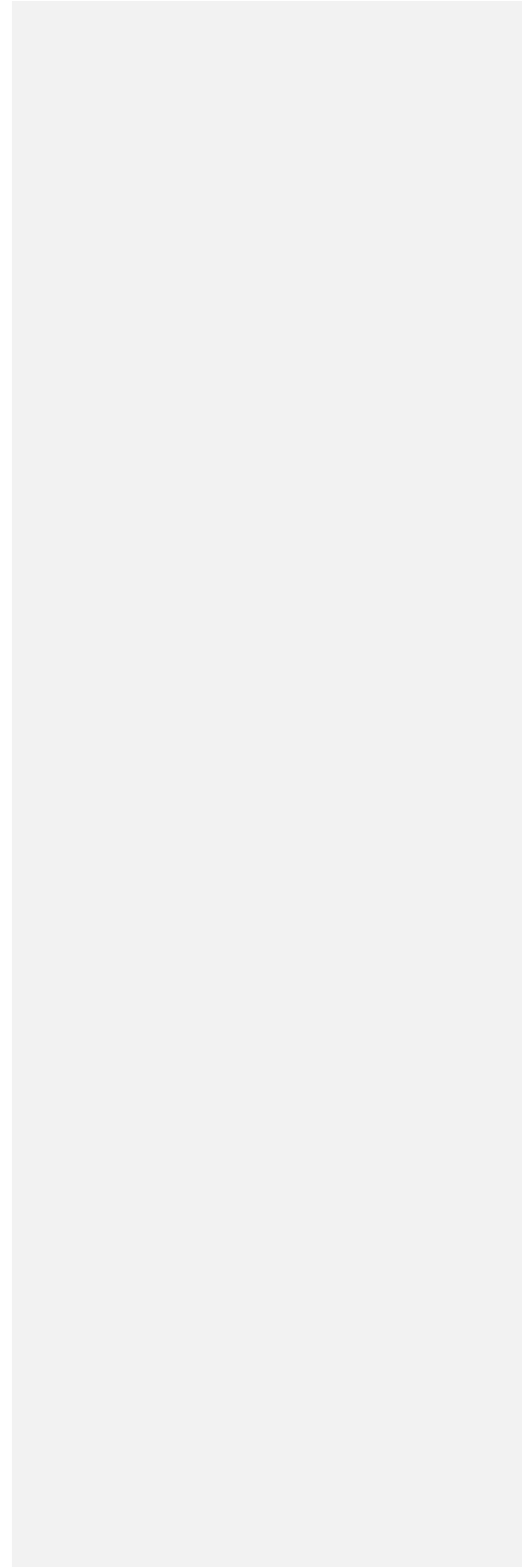


EXHIBIT C

“Initial Physical Condition Report”

As of (Date)

This is to confirm that the Tenant of the Leased Premises which consists of approximately ___ acres, described in Exhibit A and is familiar with the condition and characteristics of the Leased Premises and agrees, except as otherwise expressly provided in the Lease of Property, to accept the Leased Premises in “as-is, where-is” condition, without any representation or warranty by the Landlord or City concerning the condition of the Leased Premises and without obligation on the part of the Landlord or City to make any alterations, repairs, additions, or improvements to the Leased Premises all in accordance with and subject to the terms of the aforementioned Lease of Property. The Leased Premises have been continuously used for a charter school since (date). Except as otherwise defined in this Acknowledgement, the terms used herein shall have the same meanings as set forth in the Leased Premises.

EXHIBIT D

Additional Space:

A. Pine Castel Methodist Church, 942 Fairlane Avenue (TAX ID: 24-23-29-3400-00-093) and commonly known as "Oasis" Property.

The east 100 fl. of Lot 9 (less the North 391.8 ft. thereof), Harney Homestead, Plat Book C, Page 53, Public Records of Orange County, Florida. with a total land area of 50,658 sqft (+/-) | 1.16 acres (+/-)

B. Parcel 2. 1106 E. Wallace Street. Orlando. Orange County. Florida. Tax parcel #24-23-29-3400-00-170

Begin at a stake 60 feet east of the northwest corner of Lot 16, Harney Homestead, recorded in Plat Book C, Page 53, Public Records of Orange County, Florida, said stake being on the south line of Wallace Street, then run east along said lot line 100 feet to a stake, thence south II 0.60 feet to a stake, thence west I 00 feet to a stake, thence north 110.60 feet to point of beginning.

C. City Of Belle Isle Charter Schools Inc, 5929 Hansel Ave (TAX ID: 24-23-29-8820-00-050) commonly known as the "former Texaco Property"
J G TYNERS SUB F/44 LOTS 5 & 6 (LESS W 10 FT OF LOT 6 FOR R/W PER OR 802/595)
21,799 sqft (+/-) | 0.50 acres (+/-)