

GROUND LEASE

GROUND LEASE ("Lease") dated _____, 2006, between the Florida Atlantic University Board of Trustees ("FAU") and School Board of Palm Beach County, Florida, a corporate body politic, ("School Board").

WHEREAS, FAU owns approximately 15 contiguous acres in Section 3, Township 44 South, Range 42 East, Palm Beach County within a site commonly referred to as the "Pine Jog Property"; and

WHEREAS, School Board intends to construct a public elementary school and associated improvements ("03-Y Elementary") on a portion of the Pine Jog Property.

In consideration of the rents to be paid by the School Board and agreements hereinafter provided to be performed by the parties hereto, FAU leases to School Board, and School Board accepts and rents from FAU, the premises hereinafter described, for the period, at the rental and upon the terms and conditions hereinafter set forth.

ARTICLE I

Leased Premises

Section 1.01 - Leased Premises. That certain parcel of land described as:

Lots 3, 4 and 5, inclusive, of the Pine Jog Subdivision according to the Plat thereof recorded in Plat Book 23, Page 245 of the Public Records of Palm Beach County, Florida

(the "Premises"). The parties acknowledge that the legal description of the Premises is approximate and that it will be further refined based on an actual survey to be performed by the School Board. Upon the completion of the School Board's survey, a copy shall be provided to FAU and an amendment to this Ground Lease shall be executed by the parties reflecting the surveyed legal description. For purposes of this paragraph, the School Board's Chairman and Superintendent shall be authorized to approve the surveyed legal description for the Ground Lease and execute the amendment to this Ground Lease on behalf of the School Board without the need for any action or approval of the School Board. For purposes of this paragraph, the Dean of the FAU College of Education shall be authorized to approve the surveyed legal description for the Ground Lease and execute the amendment to this Ground Lease on behalf of FAU without the need for any action or approval of the FAU Board of Trustees.

The parties acknowledge that an environmental education complex ("Environmental Education Complex") will also be constructed immediately adjacent to 03-Y Elementary, however no portion of the Environmental Education Complex shall be considered to be a part of the Premises.

ARTICLE II

Term of Lease and Commencement

Section 2.01 - Term of Lease. The term of this Lease shall commence upon the execution by both parties (the "Commencement Date") and shall expire seventy-five (75) years after the Commencement Date (the "Term").

Section 2.02 - Renewal Option. Provided this Lease is in full force and effect and the School Board is not in default hereunder, FAU grants School Board the option to renew the Lease for one additional twenty-five (25) year period. School Board may exercise the renewal option by delivering written notice of exercise to FAU not less than one (1) year prior to the expiration date of the Term.

Section 2.03 - Contingency. School Board's obligations under the Lease shall be contingent upon School Board obtaining, at its expense and within 120 days of the Commencement Date, an environmental audit and geotechnical subsurface soil study of the Premises. This Lease is contingent upon the environmental audit and geotechnical subsurface soil study being satisfactory to School Board, in its sole discretion. In the event either the environmental audit or the geotechnical subsurface soil study are not satisfactory to School Board, School Board shall have the right thereafter to terminate this Lease upon sixty (60) days written notice to FAU, whereupon it shall thereafter be null, void and of no further force and effect. If School Board does not terminate this Agreement as provided above, the environmental audit and geotechnical subsurface soil study will be deemed to be accepted by the School Board.

ARTICLE III

Rent

Section 3.01 - Payment of Rent. School Board agrees to pay to FAU, without prior demand and without any setoff or deduction whatsoever, "rent" as hereinafter provided.

Section 3.02 - Amount of Rent. The School Board agrees to pay to FAU as rent, the sum of One Dollar (\$1.00) per year.

Intentionally Deleted

ARTICLE IV

ARTICLE V

Improvements

Section 5.01 - Demolition. School Board may modify, alter or demolish any portion of the 03-Y Elementary erected on the Premises provided that in so doing, School Board shall comply with all provisions of the Cooperative Agreement between the FAU Foundation, the School Board and FAU of even date herewith (“Cooperative Agreement”).

Section 5.02 The 03-Y Elementary and the Environmental Education Complex shall be constructed by School Board, at its expense, and completed in compliance with all requirements of the law and in accordance with the Cooperative Agreement.

Section 5.03 Any and all buildings, structures, alterations, additions and improvements upon the Premises at the expiration of this Lease shall then become property of FAU and shall be surrendered at that time.

ARTICLE VI

Indemnification

The parties recognize their respective liability for certain tortious acts of their agents, officers, employees and invitees, and agree to be responsible respectively for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees, to the extent and limits provided by law, said governmental entities subject to the limits provided in Section 768.28, Florida Statutes, the State of Florida’s partial waiver of Sovereign Immunity; provided, however, that this provision shall not be construed as a waiver of any right or defense that the governmental entities have under said statute. Each party covenants to maintain sufficient professional, general liability and worker’s compensation coverage, unless self-insured, regarding its respective liability, throughout the term of Agreement.

ARTICLE VII

Insurance

Section 7.01 - School Board's Liability Insurance. Without waiving the right to sovereign immunity, School Board acknowledges that it is self-insured for commercial general liability and automobile liability in the amounts specified in Florida Statutes Section 768.28, as may be amended from time to time. School Board agrees to maintain or to be self-insured for worker's compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, as may be amended from time to time. School Board agrees to provide FAU with an affidavit or certificate of insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the parties agree to recognize as acceptable for the above-referenced coverages. Compliance with the requirements of this paragraph shall not relieve School Board of its liability and obligations under this Agreement.

Section 7.02 – FAU's Liability Insurance. Without waiving the right to sovereign immunity, FAU acknowledges that it is self-insured for commercial general liability and automobile liability in the amounts specified in Florida Statutes Section 768.28, as may be amended from time to time. FAU agrees to maintain or to be self-insured for worker's compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, as may be amended from time to time. FAU agrees to provide School Board with an affidavit or certificate of insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the parties agree to recognize as acceptable for the above-referenced coverages. Compliance with the requirements of this paragraph shall not relieve FAU of its liability and obligations under this Agreement.

ARTICLE VIII

Destruction

Section 8.01 - Destruction by Fire or Casualty.

A. In the event 03-Y Elementary shall be damaged or destroyed by fire, explosion, windstorm or any other casualty, School Board shall, at its option, either repair such damages or replace the damaged or destroyed improvements, at its sole expense. Such repairs or replacements shall be commenced within a reasonable time following the casualty and shall be diligently pursued to completion. The provisions of Article V shall be applicable to such replacement of the improvements, as herein contemplated. Failure or refusal of the School Board to commence the repair or replacement of 03-Y Elementary within a reasonable time following the casualty or failure or refusal to diligently pursue the repair or replacement shall entitle FAU to terminate the Lease, subject to the Subordination and Standstill Agreement as hereinafter defined.

B. School Board covenants that it will give notice to FAU of any accident or damage, whether such damage is caused by insured or uninsured casualty, occurring in, on, or about the Premises or 03-Y Elementary within forty-eight hours from the time of said accident or damage.

Section 8.02 - Eminent Domain. In the event the Premises, or any part thereof, shall be taken or condemned for public purposes by any competent authority, the compensation awarded therefore shall belong to FAU and School Board as to the award specifying damages to each party.

ARTICLE IX

Title to Improvements, Possession and Surrender

Section 9.01 - Title to Improvements. The 03-Y Elementary improvements and any personal property, and equipment not affixed to the 03-Y Elementary improvements, shall be and remain the property of School Board during the term of this Lease.

Section 9.02 - Possession by School Board. FAU covenants and warrants that it has full right and authority to enter into this Lease for the full term hereof. FAU further covenants that School Board, upon paying the rents provided for herein and upon performing the covenants and agreements of this Lease to be performed by School Board, will have, hold and enjoy the quiet possession of the Premises without disturbance by FAU or anyone claiming by, through, or under FAU.

Section 9.03 - Surrender of Premises. School Board, upon termination of this Lease, whether by lapse of time or otherwise, shall surrender to FAU the Premises and 03-Y Elementary, together with all replacements thereto in good order, condition and repair, except for ordinary wear and tear and loss by fire or other casualty.

ARTICLE X

RIGHT OF FIRST REFUSAL

School Board shall have the right of first refusal to purchase the Premises as hereinafter set forth. If at any time during the term, FAU shall receive a bona fide offer from a third party for the purchase of the Premises, which offer FAU shall desire to accept (the "Offer"), FAU shall promptly deliver to School Board a copy of such Offer. School Board may, within forty-five days thereafter, elect to purchase the Premises on the same terms and conditions as those set forth in the Offer. In the event that the Offer is for the purchase of the entire Pine Jog Property, the School Board shall have the option to purchase only the Premises at the same per acre value as the Offer. In the event that the

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EXHIBIT "A"

School Board exercises its right of first refusal with respect to the Premises, FAU shall provide the School Board with a credit against the purchase price in the amount of \$2,765,000 less amortization of the \$2,765,000 calculated on a straight line basis using the 75 year Term.

If FAU receives an offer for the purchase of the Premises or the Pine Jog Property which is not consummated, the School Board's right of first refusal shall remain applicable to subsequent offers. If FAU shall sell the Premises or the Pine Jog Property after a failure of School Board to exercise its right of first refusal, such sales shall be subject to this Lease and all COPs (as hereinafter defined) obligations, including but not limited to the Subordination and Standstill Agreement (as hereinafter defined), and the right of first refusal shall continue and shall be applicable to subsequent sales of the Premises.

ARTICLE XI

Certificates of Participation

Section 11.01 School Board, and its successors and assigns, shall have the unrestricted right to issue Certificates of Participation ("COPs") and issue a sub-ground lease and pledge an interest in the sub-ground lease as collateral. FAU's interest shall be subject and subordinate to the rights of the COPs lenders and insurers and FAU shall deliver, upon ten (10) days prior written notice from School Board, a Subordination and Standstill Agreement ("Subordination and Standstill Agreement") in form and substance reasonably required by the COPs lenders and insurers. Authority to execute and deliver the Subordination and Standstill Agreement is hereby expressly delegated to the chairman of FAU and/or his/her designee and no additional action by FAU Board of Trustees or any other entity shall be required prior to such execution and delivery.

Section 11.02 If School Board, or School Board's successors or assigns, shall issue COPs in compliance with the provisions of this Article, then so long as any such COPs shall remain outstanding and unpaid, the following provisions shall apply:

(a) FAU, upon serving upon School Board any notice of default pursuant to the provisions of Article XIV hereof, or any other notice under the provisions of or with respect to this Lease, shall also serve a copy of such notice upon the COPs lender(s) and insurer, at the address provided for in paragraph (d) of this section, and no notice by FAU to School Board hereunder shall be deemed to have been duly given unless and until a copy thereof has been so served.

(b) Any COPs lender or insurer, in case School Board shall be in default hereunder, shall, within the period and otherwise as herein provided, have the right to remedy such default, or cause the same to be remedied, and FAU shall accept such

performance by or at the instance of such holder as if the same had been made by School Board.

(c) For the purpose of this Article, no event of default shall be deemed to exist under Article XIV hereof in respect of the performance of work required to be performed, or of acts to be done, or of conditions to be remedied, if steps shall, in good faith, have been commenced within the time permitted therefor to rectify the same and shall be prosecuted to completion with diligence and continuity.

(d) Any notice or other communication which FAU shall desire or is required to give to or serve upon the COPs lender(s) and insurer shall be addressed to such holder at the address as set forth in COPs master lease documents, or in the last assignment thereof delivered to FAU pursuant to Section 11.02 hereof, or at such other address as shall be designated by such COPs lender(s) and insurer by notice given to FAU. Any notice or other communication which the COPs lender(s) or insurer shall desire or is required to give to or serve upon FAU shall be addressed to FAU at FAU's address as set forth in Section 17.01 of this Lease or at such other address as shall be designated by FAU by notice given to such COPs lender or insurer.

(e) No agreement between FAU and School Board terminating, canceling or surrendering this Lease shall be effective without the prior written consent of the COPs lender(s) and insurers.

Section 11.03 In the event School Board issues COPs, FAU agrees to promptly amend this Lease from time to time to the extent reasonably requested by the COPs lender(s) or insurers, provided that said proposed amendments do not materially and adversely affect the rights of FAU in the Premises.

Section 11.04 FAU shall, without charge, at any time and from time to time hereafter, within ten (10) days after written request of School Board to do so, provide a certificate certified by written instrument duly executed and acknowledged to any COPs lender(s) or insurer, or any other person, firm or corporation specified in such request: (a) as to whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (b) as to the validity and force and effect of this Lease, in accordance with its tenor; (c) as to the existence of any default hereunder; (d) as to the existence of any offsets, counterclaims or defenses hereto on the part of the School Board; (e) as to the commencement and expiration dates of the term of this Lease; and (f) as to any other matters as may be reasonably so requested. Any said certificate may be relied upon by the School Board and any other person firm, or corporation as to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on FAU.

ARTICLE XII

Intentionally deleted

ARTICLE XIII

Intentionally deleted

ARTICLE XIV

Default and Remedies

Section 14.01 - Events of Default. The following events shall be deemed to be events of default by School Board under this Lease:

A. School Board shall fail to pay when due any sum of money to be paid to FAU hereunder, whether an installment of rent, any additional rent, or any other payment or reimbursement to FAU required herein, and such failure shall continue for a period of ten (10) days from the date School Board receives written notice that such payment was due; or

B. School Board shall fail to comply with any term, provision or covenant of this Lease (other than by failing to pay any sum of money) and shall not cure such failure within thirty (30) calendar days (forthwith, if the default involves a hazardous condition) after written notice thereof to School Board, however, in the event said default cannot be cured within said thirty (30) day period and School Board is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow School Board additional cure time; or

C. School Board shall fail to immediately vacate the Premises upon termination of this Lease, by lapse of time or otherwise.

Section 14.02 - Default by FAU. FAU shall fail to comply with any term, provision or covenant of this Lease and shall not cure such failure within thirty (30) calendar days (forthwith, if the default involves a hazardous condition) after written notice thereof to FAU, however, in the event said default cannot be cured within said thirty (30) day period and FAU is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow FAU additional cure time.

Section 14.03 – Remedies

A. Subject to the provisions of the Subordination and Standstill Agreement provided by FAU, upon the occurrence of an event of default that is not

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EXHIBIT "A"

cured during the applicable cure period, this Ground Lease may be terminated by the non-defaulting party upon sixty (60) days notice and such termination shall be effective at the end of the current school year. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. If at any time this Ground Lease is terminated, the Cooperative Agreement shall simultaneously terminate.

ARTICLE XV

Intentionally deleted

ARTICLE XVI

Construction and Other Liens

Section 16.01 – Construction and Other Liens. School Board shall have no authority, expressed or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of FAU in the Premises including those who may furnish materials or perform labor for any construction or repairs, and each such claim shall affect and each such lien shall attach to, if at all, only the leasehold interest granted to School Board by this instrument. School Board covenants and agrees that it shall pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Premises or 03-Y Elementary thereon and that it shall save and hold FAU harmless from any and all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the right, title and interest of FAU in the Premises or under the terms of this Lease. In the event any mechanic's lien which may be imposed by law affecting FAU's interest in the Premises shall be placed upon the Premises, and in case of the filing of any such lien, School Board shall promptly pay or transfer same to security as permitted by Florida law. If any such lien shall remain in force and effect for thirty (30) calendar days after written notice thereof, FAU shall have the right and privilege, at FAU's option, of paying or bonding and discharging the same or any portion thereof subject to School Board's right to contest the validity thereof, and any amounts so paid, including expenses and interest, shall be additional indebtedness hereunder due from School Board to FAU and shall be repaid to FAU immediately on rendition of a bill therefore. Notwithstanding the foregoing, School Board shall have the right to contest any such lien in good faith and with all due diligence so long as any such contest, or action taken in connection therewith, protects the interest of FAU in the Premises. School Board shall notify all potential lienors with which it deals of the contents of this Section.

ARTICLE XVII

Miscellaneous

Section 17.01 - Notices. Whenever under this Lease a provision is made for any demand, notice or declaration of any kind or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other, unless otherwise specifically provided herein, all notices to be given hereunder shall be in writing and sent to the parties as hereinafter provided, by hand delivery; certified mail, return receipt requested, postage prepaid; by a nationally recognized overnight courier service; or by facsimile transmission. Any such notice shall be deemed given upon the earlier of receipt by the addressees if hand delivered (or attempted delivery if refused by the intended recipient thereof), on the next business day after deposit with a recognized overnight courier service, on the day given if sent by facsimile transmission provided that the party making such delivery receives an electronic confirmation setting forth the proper phone number receiving such facsimile transmission and that the entire transmission has been properly received by the addressee without communication error, or on the third (3rd) day following deposit thereof in the United States mail. The place to which any party is entitled to receive any notice and the person(s) or attorney(s) designated to receive any notice on behalf of any party may be changed by such party by giving notice thereof in accordance with the foregoing provisions. The attorneys for the Parties are authorized to send and receive notices and demands on behalf of their respective clients hereunder.

The parties hereby designed the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

- (a) If to FAU at:
Florida Atlantic University Attn: Chair
777 Glades Road
Boca Raton, Florida 33431

with copy to:
Florida Atlantic University
Attn: General Counsel
777 Glades Road
Boca Raton, Florida 33431

- (b) If to the School Board at:
Chief of Facilities Management
School District of Palm Beach County

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3300 Forest Hill Boulevard
West Palm Beach, FL 33406

EXHIBIT "A"

with copy to:
School Board of Palm Beach County, Florida
Attn.: Chief Counsel
3300 Forest Hill Boulevard, C302
West Palm Beach, FL 33406

Section 17.02 - Waiver. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval of either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

Section 17.03 - Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between FAU and School Board.

Section 17.04 - Waiver of Jury Trial. THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS, BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LEASE.

Section 17.05 - Governing Laws. The laws of the State of Florida shall govern the validity, performance and enforcement of this Lease. Venue shall be in a State court of competent jurisdiction in Palm Beach County, Florida.

Section 17.06 - Savings Clause. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision.

Section 17.07 - Paragraph Headings. The paragraph titles herein are for convenience only and do not define, limit or construe the contents of such paragraphs.

Section 17.08 - Covenant to Bind Successors. It is agreed that the provisions, covenants and conditions of this Lease shall be binding on the legal representatives, heirs, successors and assigns of the respective parties hereto.

Section 17.09 - Entire Agreement. This Lease and the Exhibits attached hereto and forming a part hereof, set forth all of the covenants, promises, agreements, conditions and understandings between FAU and School Board governing the Premises. There are

no covenants, promises, agreements, conditions and understandings, either oral or written, between them other than those herein set forth. Except as herein provided, no subsequent alterations, amendments, changes or additions to this Lease shall be binding upon FAU or School Board unless and until reduced to writing and signed by both parties.

Section 17.10 - Environmental Requirements. At its sole expense, School Board agrees to comply with all applicable present and future statutes, laws, ordinances, enactments, rules, regulations, orders, decrees, directives, mandates or other similar requirements of any federal, state or local government, court or public authority prohibiting, regulating or otherwise relating to environmental control of any kind, including, but not limited to, air pollution, water pollution, noise pollution, solid waste pollution, toxic substance control (Environmental Requirements), including, but not limited to, Environmental Requirements under the Federal Water Pollution Control Act, as amended, the Federal Clean Air Act, as amended, the Resource Conservation & Recovery Act, the Noise Control Act, and the Toxic Substances Control Act, which are applicable to or arise out of or in connection with School Board's use or occupancy of the Premises, after the Commencement Date. FAU represents to School Board that to the best of FAU's actual knowledge, the Premises is not in violation of any existing environmental laws, rules or ordinances, the Premises as of the date hereof.

Section 17.11 - Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit.

Section 17.12 - Brokerage. FAU and School Board warrant and represent to each other that there were no brokers or agents instrumental in consummating this lease.

Section 17.13 - Memorandum of Lease. Simultaneously with the execution of this Lease, FAU and School Board shall execute in recordable form the Memorandum of Lease attached hereto as Exhibit "A", which Memorandum may be recorded in the Public Records of Palm Beach County, Florida.

Section 17.14 - Subletting. Nothing herein shall be interpreted as prohibiting the School Board from granting a sub-ground lease contemplated with the issuance of COPs nor leasing the 03-Y Elementary facilities pursuant to and in accordance with School Board Policy 7.18 *Community Use of School Facilities* and the Cooperative Agreement. A proposed sublease by the School Board beyond the scope of School Board Policy 7.18, shall be subject to the review and approval by FAU, which review and approval shall not be unreasonably withheld.

Section 17.15 – Construction. No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect. In the event of a conflict between the provisions of the Ground Lease and the Cooperative Agreement, the provisions of the Ground Lease shall govern.

IN WITNESS WHEREOF, FAU and School Board, intending to be legally bound, have executed this Lease, as of the day and year first above written.

Florida Atlantic University Board of Trustees

SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

By: _____

By: _____

Thomas E. Lynch, Chairman

ATTEST:

ATTEST:

Arthur C. Johnson, Ph.D.
Superintendent of Schools

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Attorney

School Board Attorney

Prepared by and return to:
Blair LittleJohn, Esq.
School Board of Palm Beach County, Florida
3318 Forest Hill Blvd
West Palm Beach, FL 33406

MEMORANDUM OF LEASE

KNOW ALL MEN BY THESE PRESENTS that FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES, with an address of 777 Glades Road, Boca Raton, Florida 33431 as LESSOR, and the SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic existing under the laws of the State of Florida, with an address of 3320 Forest Hill Boulevard, B246, West Palm Beach, Florida 33406, entered into a Ground Lease (the "Lease"), in which LESSOR has leased to LESSEE certain property described on Exhibit A attached hereto and made a part hereof.

Such Lease commenced on _____, is for an initial term of _____ years, with a renewal term of _____ years.

The Lease is not recorded and contains additional provisions not included in this Memorandum. In the event of conflict between this Memorandum and the unrecorded Lease, the unrecorded Lease shall control.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on this _____ day of _____, 2006.

**FLORIDA ATLANTIC UNIVERSITY
BOARD OF TRUSTEES**

**SCHOOL BOARD OF
PALM BEACH COUNTY, FLORIDA**

By: _____

By: _____

Thomas E. Lynch, Chairman

ATTEST:

ATTEST:

Arthur C. Johnson, Ph.D.,
Superintendent

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

Attorney

School Board Attorney

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EXHIBIT "A"

LESSOR BLOCK

State of Florida }

County of Palm Beach }

This instrument was acknowledged before me on _____, _____, _____ by _____ and _____ who are personally known to me.

Notary Public

(Seal, if any)

My appointment expires: _____

LESSEE BLOCK

State of Florida }

County of Palm Beach }

This instrument was acknowledged before me on _____, _____, 2006 by Thomas E. Lynch and Arthur C. Johnson, who are personally known to me.

Notary Public

(Seal, if any)

My appointment expires: _____