

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 ("School Board Facilities") and has also agreed to construct an Environmental Education Complex ("Environmental Education Complex") as described in Paragraph 3D of the Cooperative Agreement (hereinafter defined) for use by FAU 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 and agree that an Environmental Education Complex will be constructed at the sole cost and expense of the School Board immediately adjacent to the School Board Facilities as more fully described in the Cooperative Agreement. From the date of execution of this Lease and continuing during the construction of the Environmental Education Complex, the Environmental Education Complex shall constitute a portion of the Premises. However, upon completion of the Environmental Education Complex by the School Board and delivery thereof to and acceptance by FAU (together with any and all documents or instruments required to be delivered pursuant to the terms of Section 5A of the Cooperative Agreement), the Environmental Education Complex shall be excluded from the Premises which are subject to this Lease, which exclusion shall be evidenced by an amendment to this Lease modifying the Premises.

For purposes of this Section I, the School Board's Chairman and Superintendent shall be authorized to approve the revised description for the Premises upon completion of the Environmental Education Complex and delivery and acceptance thereof by FAU and is authorized to execute the amendment to this Lease modifying the description of the Premises on behalf of the School Board without the need for any action or approval of the School Board. For purposes of this Section, the President of FAU shall be authorized to approve the revised description for the Premises on behalf of FAU and is authorized to execute the amendment to this Lease modifying the description of the Premises on behalf of FAU without the need for any action or approval of the FAU Board of Trustees.

ARTICLE II

TERM OF LEASE AND COMMENCEMENT; CONTINGENCIES

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 Environmental Contingency. School Board's obligations under this Lease shall be contingent upon School Board obtaining, at its expense and within 30 days following the Commencement Date, and an environmental audit of the Premises (the "SB Environmental Report"). FAU's obligations under this Lease shall be contingent upon FAU obtaining, at its expense and within thirty (30) days following Commencement Date, a Phase I Environmental Site Assessment and, if FAU so elects in its sole discretion, a protected species survey (collectively the "FAU Environmental Report"). A complete copy of the SB Environmental Report shall be delivered by the School Board to FAU within five (5) business days from the date of School Board's receipt of same and a complete copy of the FAU Environmental Report shall be delivered by FAU to the School Board within five (5) business days from the date of FAU's receipt of same. School Board's obligations under this Lease are contingent upon the SB Environmental Report being satisfactory to the School Board and FAU's obligations under this Lease are contingent upon the FAU Environmental Report being satisfactory to FAU. In the event the SB Environmental Report is not satisfactory to the School Board in its sole and absolute discretion, the School Board shall have the right thereafter to terminate this Lease within thirty (30) days from the date of School Board's receipt of the SB Environmental Report, which notice of termination shall be effective thirty (30) days after delivery of written notice of termination, whereupon this Lease shall be terminated and thereafter be null, void and of no further force and effect. In the event the FAU Environmental Report is not satisfactory to FAU in its sole and absolute discretion, FAU shall have the right thereafter to terminate this Lease within

thirty (30) days from the date of FAU's receipt of the FAU Environmental Report, which notice of termination shall be effective thirty (30) days after delivery of written notice of termination, whereupon this Lease shall be terminated and thereafter be null, void and of no further force and effect. If neither party terminates this Agreement as provided above, the SB Environmental Report will be deemed to be accepted by the School Board and the FAU Environmental Report will be deemed to be accepted by FAU.

Section 2.04 Title; Conveyance of Premises. It is understood and agreed by FAU and the School Board that as of the date of execution hereof FAU is not the record title holder to the Premises but has received in escrow from Florida Atlantic University Foundation, Inc. an executed deed to the Premises in recordable form which is being held by FAU subject only to FAU being satisfied with and completing the transaction contemplated by this Lease and the Cooperative Agreement on or before August 1, 2006.

Section 2.05 School Board Financing Contingency. Notwithstanding anything contained herein to the contrary, the School Board may terminate this Lease by providing notice to FAU of such termination at any time prior to July 1, 2006 if the School Board, in its sole discretion, is unable to obtain acceptable financing for the construction of the School Board Facilities and the Environmental Education Complex .

Section 2.06 FAU Reverter/Use Contingency. Notwithstanding anything contained herein to the contrary, FAU may terminate this Lease by providing notice to the School Board of such termination at any time prior to July 1, 2006 if FAU, in its sole discretion, is unable to secure written evidence satisfactory to FAU confirming that each of the parties who holds either reverter rights or rights to restrict the use of the Premises pursuant to Reverters and Restrictions (hereinafter defined) agrees that the intended use of the Premises as described herein and in the Cooperative Agreement does not violate such Reverters and Restrictions.

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: (i) the construction and delivery of the Environmental Education Complex as provided for herein and in the Cooperative Agreement; and (ii) the sum of One Dollar (\$1.00) per year.

ARTICLE IV

INTENTIONALLY DELETED

ARTICLE V

IMPROVEMENTS

Section 5.01 Alteration. School Board may modify, alter or demolish any portion of the School Board Facilities erected on the Premises provided that in so doing, School Board shall comply with all provisions of the Cooperative Agreement between the School Board and FAU of even date herewith ("Cooperative Agreement") and such action shall not violate any of the recorded Restrictions and Reverters applicable to the Premises as described in Article XVI hereof.

Section 5.02 Construction. The School Board Facilities 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 Ownership. Any and all buildings, structures, alterations, additions and improvements upon the Premises upon termination of this Lease for any reason whatsoever and shall then become property of FAU and shall be surrendered at that time. School Board agrees to execute such documents as may be reasonably required to evidence termination of the lease; and the transfer of ownership of all of such buildings, structures, alterations, additions and improvements on the Premises to FAU. The requirements of this Section 5.03 shall survive termination or expiration of this Lease.

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 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 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 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 of the School Board Facilities.

A. In the event School Board Facilities shall be demolished (including voluntary demolition by the School Board as part of a school modernization or renovation project), damaged or destroyed by fire, explosion, windstorm, theft, vandalism or any other casualty or loss whatsoever, School Board shall be required to repair all such damage to the School Board Facilities or replace the damaged or destroyed improvements, at its sole cost and expense and without contribution from FAU whatsoever; provided, however, that the foregoing obligation shall not require the School Board to reconstruct the School Board Facilities in the exact configuration of the facilities that were demolished if the program needs have changed. Such repairs or replacements shall be commenced within a reasonable time following the demolition or casualty and shall be diligently pursued to completion by the School Board. Failure or refusal of the School Board to commence the repair or replacement of the School Board Facilities 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.

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

Section 8.02 Destruction by Fire or Casualty of the Environmental Education Complex. In the event that all or any portion of the Environmental Education Complex is damaged or destroyed by fire, explosion, windstorm, theft, vandalism or any other casualty or loss whatsoever prior to the completion of the Environmental Education Complex by the School Board and delivery thereof to and acceptance by FAU (together with any and all documents or instruments required to be delivered pursuant to the terms of Section 5 A of the Cooperative Agreement), School Board shall be required to expeditiously repair all such damage to the Environmental Education Complex or replace the damaged or destroyed improvements, at its sole cost and expense and without contribution from FAU whatsoever. Upon the completion of the Environmental Education Complex by the School Board and delivery thereof to and acceptance by FAU, all risk of casualty loss to the Environmental Education Complex shall transfer to FAU.

Section 8.03 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 School Board Facilities and any personal property and equipment not affixed to the School Board Facilities, shall be and remain the property of School Board during the term of this Lease.

Section 9.02 Possession by School Board. Subsequent to the date that either School Board or FAU may terminate this Lease pursuant to the terms of Article II hereof and the conveyance of the Premises by the Florida Atlantic University Foundation, Inc. to FAU, 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 School Board Facilities, together with all replacements thereto in good order, condition and repair, except for ordinary wear and tear. The provisions of this Section 9.03 shall survive termination of this Lease.

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 an independent, 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 (45) days thereafter, elect to purchase the Premises on the same terms and conditions as those set forth in the Offer. Notwithstanding the foregoing, the School Board shall not have a right of first refusal in the event of a transfer of the Premises by FAU to any affiliated entity, organization or corporate body whatsoever, including without limitation any kind of joint venture or cooperative undertaking where FAU or any of its affiliated entities retains material involvement with the Premises, it being the intent of this provision that only transfers to unrelated third parties for valuable consideration be the subject of this right of first refusal. 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 contained in the Offer. In the event that the 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 \$2,475,000, less amortization of the \$2,475,000 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 sale shall be subject to this Lease, and the right of first refusal shall continue and shall be applicable to subsequent sales of the Premises provided that this right of first refusal shall expire upon termination of this Lease.

ARTICLE XI

INTENTIONALLY DELETED

ARTICLE XII

INTENTIONALLY DELETED

ARTICLE XIII

DEFAULT AND REMEDIES

Section 13.01 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.

D. School Board shall make any use of the Premises which violates any use restrictions recorded against the Premises or triggers the occurrence of a Reverter pursuant to any Restrictions and Reverters recorded against the Premises.

E. School Board shall default under the terms of the Cooperative Agreement.

Section 13.02 Default by FAU. If 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 13.03 Remedies. Upon the occurrence of an event of default that is not cured during the applicable cure period, this 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. In addition, either party may seek from an appropriate court declaratory, injunctive or other equitable relief for enforcement of any provision of this Lease, and the party against whom such injunctive or equitable relief is sought shall not seek or require the moving party to post any bond. These remedies are 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 Lease is terminated, the Cooperative Agreement shall simultaneously terminate.

ARTICLE XIV

INTENTIONALLY DELETED

ARTICLE XV

CONSTRUCTION AND OTHER LIENS

Section 15.01 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 the School Board Facilities 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 rent hereunder due from School Board to FAU and shall be repaid to FAU immediately on rendition of a bill therefore. School Board shall notify all potential lienors with which it deals of the contents of this Section. The provisions of this Section 15.01 shall survive termination of this Lease.

ARTICLE XVI

ACKNOWLEDGEMENT OF RECORDED RESTRICTION AND REVERTER PROVISIONS.

Section 16.01 The School Board acknowledges that there exists recorded in the Public Records of Palm Beach County, Florida, restrictions and reverters (“Restrictions and Reverters”) which apply to and affect the Premises as follows:

- A. Deed recorded in Official Records Book 647 at Page 501;
- B. Deed recorded in Official Records Book 1794 at Page 1006;
- C. Deed recorded in Official Records Book 10693 at Page 1844.

Section 16.02 The School Board agrees and covenants with FAU that the occupation, use and operation of the School Board Facilities at all times will be in compliance with the Restrictions and Reverter provisions in the above-described deeds and the School Board will immediately remedy any breach or violation on the Premises of any of the Restrictions and Reverters in the above-described deeds.

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 (with a copy also sent by one of the other approved communication methods set forth herein not later than the next business day). Any such notice shall be deemed given upon the earlier of receipt by the addressee 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 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: Attn: Chair
Florida Atlantic University
Dean of the College of Education
777 Glades Road
Boca Raton, Florida 33431

with copies to:

Florida Atlantic University
Pine Jog Executive Director
6301 Summit Boulevard
West Palm Beach, Florida 33415; and

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

(b) If to the School Board at:
School District of Palm Beach County
Chief of Facilities Management
School District of Palm Beach County
3318 Forest Hill Boulevard
West Palm Beach, FL 33406

with a 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, together with the terms of the Cooperative Agreement, set forth all of the covenants, promises, agreements, conditions and understandings between FAU and School Board governing the Premises. The terms of the Cooperative Agreement are hereby incorporated by reference herein, subject to the provisions of Section 17.16 hereof regarding conflicts between this Lease and the Cooperative Agreement. 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 the School Board that to the best of FAU's actual knowledge but without any investigation, inquiry or examination of the Premises whatsoever, the Premises is not in violation of any existing environmental laws, rules or ordinances.

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. Subsequent to (i) the determination of the revised legal description for the Premises as provided for in Section 1.01 hereof; (ii) the date that either School Board or FAU may terminate this Lease pursuant to the terms of Article II hereof, and (iii) the date on which FAU is deeded title to the Premises, 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 leasing the School Board 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 prior written approval by FAU, which review and approval shall not be unreasonably withheld.

Section 17.15 Assignment. Except as otherwise expressly provided herein, this Lease may not be assigned by the School Board and School Board may not otherwise sublease or otherwise assign any of its rights hereunder.

Section 17.16 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 this Lease and the Cooperative Agreement, the provisions of this Lease shall govern; provided, however, that failure of this Ground Lease to address or make reference to any particular matter in the Cooperative Agreement shall not be deemed a conflict.

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

By: Frank T. Bogan

ATTEST:

Lill Dekata

Date: 7/14/06

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Jack Luder 7/10/06
FAU Attorney

Witness: _____
Print Name: _____

Witness: _____
Print Name: _____

SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

By: _____
Thomas E. Lynch, Chairman

ATTEST:

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

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Blair Lewis 7/18/06
School Board Attorney

Witness: _____
Print Name: _____

Witness: _____
Print Name: _____

EXHIBIT "A"

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 _____, 200__.

**FLORIDA ATLANTIC UNIVERSITY
BOARD OF TRUSTEES**

By: *Frank J. Bryan*

ATTEST:

Lisa Dukatz

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

By: _____
Thomas E. Lynch, Chairman

ATTEST:

Arthur C. Johnson, Ph.D.,
Superintendent

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

Jack Luder 7/10/06
FAU Attorney

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

Blair Littlejohn 7/18/06
School Board Attorney

LESSOR BLOCK

State of Florida }
County of Palm Beach }

This instrument was acknowledged before me on July 14, 2006 by Frank Brian and Lillian Dukate who are personally known to me.

Diane R Glickman

Notary Public



Diane R. Glickman
MY COMMISSION # DD370694 EXPIRES
January 2, 2009
BONDED THRU TROY FAIN INSURANCE, INC.

(Seal, if any)
My appointment expires: _____

LESSEE BLOCK

State of Florida }
County of Palm Beach }

This instrument was acknowledged before me on _____, 200__ by Thomas E. Lynch and Arthur C. Johnson, who are personally known to me.

Notary Public

(Seal, if any)
My appointment expires: _____