

Agreement for Transfer of Surplus Vehicles

This Agreement is made by and between The School Board of Palm Beach County, Florida located at 3318 Forest Hill Boulevard, Suite C-302, West Palm Beach, Florida 33406 (BOARD) and G-STAR School of the Arts for Motion Pictures and Television Charter School (ACADEMY), located at 2065 Prairie Rd., Bldg. J, West Palm Beach, FL 33406.

WHEREAS, ACADEMY is desirous of and in need of acquiring two (2) vehicles to transport its students; and

WHEREAS BOARD has identified two (2) of its school buses as surplus property pursuant to Section 274.05, Florida Statute,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. For and in consideration of Ten Dollars (\$10.00) per bus, the terms and conditions of this Agreement and other good and valuable consideration as stated herein, BOARD shall transfer ownership of two Vehicles to ACADEMY (Vehicles).
2. Within thirty (30) days of the approval of this Agreement by the BOARD, BOARD shall transfer title of these Vehicles to ACADEMY. The parties shall agree to execute any and all documents, including title transfers, so as to effectuate the transfer of titles from the BOARD to ACADEMY and any other requirements to effectuate the terms and conditions of this Agreement. Any costs associated with the transfer of titles, recordation of UCC-1, and on a reconveyance of Vehicles shall be at ACADEMY'S cost and shall, in any event, not be done by BOARD.
3. ACADEMY agrees that it shall, at such time as ACADEMY ceases operation, and/or ACADEMY ceases its useful operation of Vehicles, ACADEMY shall reconvey Vehicles to BOARD, at no cost to BOARD. ACADEMY further covenants and agrees that it shall not sell or dispose of Vehicles without written consent of BOARD, which may unreasonably be withheld at the Board's sole discretion. ACADEMY may not voluntarily or involuntarily transfer Vehicles by sale, sublease, creation, attachment, or convey a security interest in Vehicles except as provided herein.
4. ACADEMY further agrees that BOARD shall be entitled to file a lien against titles of Vehicles in the form of a UCC-1 or other appropriate instrument, in order to record and notice ACADEMY'S limitation on transfer of Vehicles.
5. ACADEMY shall maintain automobile liability insurance in the amount of \$1,000,000.00, and shall name THE SCHOOL BOARD of PALM BEACH

COUNTY, FLORIDA as an additional insured, with a 30-day cancellation notice to the BOARD, or as otherwise limited by law.

6. Upon transfer and prior to use of Vehicles, ACADEMY shall immediately remove or cause to be removed from Vehicles all emblems, references, or other identifying marks relating to Palm Beach County School District.
7. ACADEMY shall accept Vehicles in "AS-IS" condition, and BOARD shall hereby disclaim any and all representation and/or warranty of the condition of Vehicles, including their fitness for particular use or purpose or for the ordinary purposes for which Vehicles are used.

As a material part of the consideration for this Agreement, BOARD and ACADEMY agree that, ACADEMY is acquiring Vehicle "AS-IS" with all faults and defects, latent and patent, and ACADEMY acknowledges and agrees that BOARD has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect the nature, quality or condition of Vehicles, including, the suitability of Vehicles for any and all activities and uses which ACADEMY may intend, and/or the compliance of or maintenance of Vehicles with any laws, rules, ordinances or regulations or any other matter related to or concerning Vehicles. Furthermore, ACADEMY shall not seek recourse against BOARD on account of any loss, cost or expense including personal injury, and or property damage by ACADEMY or any 3rd party, claimed, suffered, or incurred by ACADEMY or any 3rd party with regard to any of the matters described in this paragraph above, and hereby assumes the risk of any adverse matters related to the matters described in this paragraph above.

In the event of any claims, litigation, or judgments threatened or made against BOARD arising out of relating to this Agreement or with respect to Vehicles, ACADEMY shall hold harmless, defend, and indemnify BOARD to the fullest extent permitted by law.

ACADEMY acknowledges that ACADEMY, having been given the opportunity to inspect Vehicles is relying solely on its own investigation of Vehicles and not on any information provided or to be provided by or on behalf of BOARD or any statement, representation or other assertion made by BOARD, if any, with respect to Vehicles.

ACADEMY further acknowledges that no independent investigation or verification has been or will be made by BOARD with respect to any information which may have been supplied by or on behalf of BOARD concerning Vehicles, and BOARD makes no representation as to the accuracy or completeness of such information, it being intended by the parties that ACADEMY shall verify the accuracy and completeness of any such information itself.

ACADEMY acknowledges that the disclaimers, agreements, and other statements set forth in this paragraph are an integral portion of this Agreement and that BOARD would not agree to transfer Vehicles to ACADEMY under this Agreement without the disclaimers, agreements and other statements set forth in this section.

8. The terms and conditions of this Agreement shall survive the transfer of titles, and shall remain valid and enforceable contractual obligations between the parties until such time as Vehicles are (a) reconveyed to BOARD; (b) the UCC-1 is released by BOARD and/or (c) Vehicles are otherwise disposed of by ACADEMY with the express written permission of BOARD.
9. Each party to this Agreement acknowledges and agrees that it has had the opportunity to review this Agreement with legal counsel.
10. No agreements or representations, unless incorporated into this agreement, shall be binding upon any of the parties.
11. Any notice required or permitted to be given under this Agreement shall be in writing and delivered at the address where the appropriate party as shown below:

For the BOARD

Bob Riley, Director of Transportation
2775 Homewood Road
West Palm Beach, FL 33406

For the ACADEMY

Gregory E. Hauptner, Founder/CEO/CFO
2065 Prairie Rd., Building J
West Palm Beach, FL 33406

12. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the Laws of Florida, venue in Palm Beach County, Florida. Each party shall be responsible for its own attorney's

fees and costs incurred as a result of any action or proceeding under this Agreement.

13. ACADEMY'S rights, obligations, liabilities, powers, duties, covenants, and all similar matters under this Agreement may not be assigned except upon prior written consent of the BOARD.
14. Subject to the foregoing limitations, this Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, successors and assigns.
15. The term of the Agreement shall be from the date of execution until June 30, 2008.

WITNESSES: (Two are required)

Print Name _____

Print Name _____

WITNESSES: (Two are required)

Print Name: _____

Print Name: _____

**G-STAR SCHOOL OF THE ARTS
FOR MOTION PICTURES AND
TELEVISION CHARTER SCHOOL,**

By: _____

Name: _____

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

By: _____

Name: Tom Lynch, Chair

Dated: _____, 2006

By: _____

Name: Arthur C. Johnson

Title: Superintendent

BOARD Approval Date: _____

Approved and Reviewed for Legal Sufficiency

Lawrence 8/2/06