

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2018, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as “SBBC”),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

PLANT4, Inc.

(hereinafter referred to as “PLANT4”),
a Delaware not-for-profit corporation authorized to do business in Florida,
whose principal place of business is
333 Las Olas Way, Fort Lauderdale, Florida 33301

WHEREAS, PLANT4 is a non-profit corporation that wishes to enter into a relationship with SBBC to build greenhouse structures and ancillary facilities for the purpose of developing innovative educational experiences and sustainable crop production; and

WHEREAS, SBBC desires to work together with PLANT4 to expand and enhance additional academic choices for its students; and

WHEREAS, PLANT4 desires to dedicate funds for curriculum development, professional development, staffing and instructional materials as well as finance all cost to build the Space Plates Greenhouses hereinafter referred to as (“Pods”) and ancillary costs required to operate the facility located on SBBC owned property and abide by the provisions contained in this Agreement; and

WHEREAS, SBBC and PLANT4 desire to expand this relationship, including the construction and operation of additional Pods upon other SBBC owned properties and, in connection therewith, expanding educational outreach; and

WHEREAS, this Agreement between SBBC and PLANT4 will secure the Innovative Concept School of the Controlled Environment Agriculture (CEA) project, which is aligned to the Reimagining Middle Grades tenet of the Strategic Plan; and

WHEREAS, the SBBC owns real property located at 6600 W. Sunrise Boulevard, Plantation, Florida 33313 [also known as Plantation Middle School] as shown on **Exhibit A**, and hereinafter referred to as (“School Site”).

WHEREAS, a portion of the School Site is vacant land and SBBC desires to lease this property to PLANT4 as shown in **Exhibit B** and hereinafter referred to as (“Leased Land”).

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 Recitals. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 Term of Agreement. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence upon approval by SBBC and conclude on December 31, 2042, and may be extended for one (1) additional twenty-five (25) year renewal period with mutual consent of the School Board and PLANT4.

2.02 PLANT4 Responsibilities.

2.02.1 Curriculum, professional development, staffing and instructional materials.

a. PLANT4 shall provide all necessary funding in accordance with **Exhibit C** for the middle school STEM and STEAM curriculum, professional development, staffing and instructional materials which shall be jointly developed by PLANT4 and SBBC. SBBC shall retain all rights and ownership of the developed curriculum, professional development and instruction materials. Such funding and costs are estimated at One-Million and Six-Hundred Thousand Dollars (\$1,600,000) which shall be paid by PLANT4 to the Department of Applied Learning with the first payment rendered within sixty (60) business days following the execution of this Agreement and thereafter paid in accordance with the schedule outlined in **Exhibit C**.

b. PLANT4 shall provide SBBC with full access to the PLANT4 data server that is directly related to the controlled environmental agricultural services provided in the Pods as described in the Agreement. PLANT4 shall clearly identify all confidential information at the time of disclosure, summarizes the “Confidential Information” in writing, and delivers such summary within thirty (30) calendar days of any such disclosure. “Confidential Information” means, with respect to PLANT4, all information which PLANT4 protects against unrestricted disclosure to others, including if it is considered a trade secret pursuant to Sections 119.071(1)(f) and 812.081(1)(c), Florida Statutes. Any reproduction of any Confidential Information shall remain the property of the disclosing party and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the other, each party: (a) shall take all Reasonable Steps (defined below) to keep all Confidential Information strictly confidential; and (b) shall not disclose any Confidential Information of the other to any person other than its bona fide individuals whose

access is necessary to enable it to exercise its rights hereunder. As used herein “Reasonable Steps” means those steps the receiving party takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care. Nothing herein in this section shall include any documents considered public records pursuant to Chapter 119, Florida Statutes. PLANT4 will protect, defend, and indemnify SBBC for claims, costs, fines, and attorney’s fees arising from or relating to its designation of contract-related materials as “confidential.”

c. PLANT4 is hereby granted rights to license the SBBC curriculum created pursuant to this Agreement to any education or non-profit entities other than the public schools operated by SBBC including, but not limited to, any other public or private K-12 school systems. If the curriculum licensed to education or non-profit entities is materially the same as the curriculum jointly developed by SBBC and PLANT4, then PLANT4 shall pay SBBC a one-time license fee of \$1.00 per student for all students in grades 6 – 8 throughout the entity’s school system from any license agreement between PLANT4 and any other such party. PLANT4 shall notify SBBC of any such licensing agreements and provide a copy of such executed agreements within thirty (30) calendar days of their execution. Payment by PLANT4 shall then be invoiced by SBBC within thirty (30) calendar days with payment to be remitted within the following thirty (30) calendar days.

d. SBBC will not be entitled to the aforementioned license fee if PLANT4 develops curriculum, independently or with an independent third-party, that is not materially the same. If SBBC and PLANT4 cannot agree upon whether any licensed curriculum is materially the same as that jointly SBBC developed curriculum with SBBC, the parties will submit their dispute to arbitration presided over by a mutually agreed upon third-party arbitrator.

2.02.2 Structure.

- a. PLANT4 shall finance the construction of the Pods to be placed upon the Leased Land. The aggregate square footage of the Pods shall be a minimum of 25,000 square feet in size that must fit within the Leased Land with all the necessary and required approvals from the building department, such as setbacks, ingress/egress of a fire truck and any other regulation that must be followed. The design and construction of Pods or any facility on the Leased Land shall be reviewed and approved by SBBC’s Building Department or such other appropriate agencies having jurisdiction in compliance with the Florida Building Code, State Requirements for Education Facilities, Florida Fire Prevention Code, Broward County ordinances and all other applicable federal, state and local laws and/or regulations.
- b. PLANT4 shall be responsible, at its sole expense, for the relocation or modification of any existing structures or improvements within the Leased Land, and any required off-site improvements of the Leased Land including,

without limitation, the installation of city/county or public utility water service lines as necessary; a power drop from an FPL pole as necessary; a relocation of an aerial power line, and guide wires stabilizing such power poles as necessary; an entry drive for large and small vehicle access; resultant curb cuts for such access; storm and sanitary sewer taps/connections; and a Fire Lane as may be required.

- c. In addition to the construction of Pods, PLANT4 shall construct upon the Leased Land a small building not to exceed 2,500 square feet including a bathroom, water lines, power lines, sewage, internet and any other ancillary requirements necessary to support the Pods and any other required structures at a cost to PLANT4 of approximately Two Million Three Hundred Thousand Dollars (\$2,300,000) (\$90.00 of capital expenditures per square foot) as outlined as **Exhibit D**.
- d. For the duration of this Agreement, PLANT4 will be responsible for the operation of the Pods and other associated structures via service agreements provided through third-party contractors and will require all third party contracts to adhere to the terms and conditions provided for in this Agreement. PLANT4 will provide notice to SBBC pursuant to Section 2.13 hereof with appropriate contact information for third-party contractors including thirty (30) calendar days' notice if said responsibilities are transferred.
- e. PLANT4 shall work with the School Site Principal to improve opportunities for physical activities in lieu of removing and relocating the existing basketball court.

2.02.3 Profit Sharing. PLANT4 shall annually pay SBBC's Department of Applied Learning a fifty percent (50%) share of all net profits from the sale of the produce grown and cultivated on the Leased Land. The fifty percent (50%) share of all profits is contingent on investor payback (post-payback) which is anticipated to begin approximately four years after execution of this agreement. Such produce shall be limited to only approved fruits and vegetables, such as lettuce and strawberries, (collectively referred to as "Crops") unless expanded the allowed produce is amended in advance through mutual agreement between PLANT4 and SBBC's Superintendent or designee.

2.03 SBBC Responsibilities.

2.03.1 Curriculum, professional development, staffing and instructional materials.

- a. SBBC agrees to co-develop with PLANT4 an educational curriculum for K-12 delivery, professional development, staffing and instructional materials. SBBC shall retain ownership of all intellectual property

associated with the curriculum. Any supplemental or ongoing expenditures shall require approval by PLANT4 and SBBC's Superintendent or designee.

b. SBBC's core team (including the Superintendent of Schools and, district leadership,) will support PLANT4's marketing activities for the Innovative Concept School of the Controlled Environment Agriculture (CEA) project and its curriculum.

2.03.2 Leased Land.

a. The Pods shall be located at School Site on 2.06 acres of land as outlined in PLANT4's proposed site plan as **Exhibit E**.

b. SBBC shall provide PLANT4 or its personnel and/or contractors with access to the Leased Land for the expressed purpose of managing and operating the Pods and performing all tasks associated with crop production.

c. Based on PLANT4's demonstrated implementation of this project and the benefit to the SBBC community as outlined in 2.02.1(a) and 2.02.2(c), within 12 months of executing this agreement, SBBC agrees to use its best efforts to identify up to 1,000,000 square feet of land located upon SBBC-owned lands which may be developed over a five (5) year period for expansion of this project. If any additional land is identified by SBBC as being available for such expansion, the parties shall attempt to negotiate separate mutually acceptable agreements for each location.

2.04 PLANT4 Grounds Lease.

2.04.1 Permitted Use of Leased Land.

- a. PLANT4 shall use the Leased Land for the purpose described in Section 2.02 above.
- b. PLANT4 shall use the Leased Land for the production of crops approved within this Agreement.
- c. Nothing prohibited by or in any conflict with any law, statute, School Board Policy, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated shall be permitted to occur, exist, or be done upon the Leased Land by PLANT4 or by any other person(s).
- d. Nothing shall be done in or about the Leased Land by PLANT4 or its personnel, employees or invitees which will in any way obstruct or interfere with the rights of SBBC or any other occupants of the School Site upon which the Leased Land is situated, or that would injure or annoy them or cause the Leased Land to be used for any purpose deemed by SBBC at its sole discretion and judgment to be improper, immoral, unlawful or objectionable. PLANT4 shall not cause, maintain, or permit any nuisance (as determined by SBBC or by law) to exist upon or about

- the Leased Land or commit or suffer to be committed any waste upon, on, or about the Leased Land.
- e. In its sole cost and expense, PLANT4 shall comply with all laws, rules, orders, statutes, School Board Policies, ordinances, regulations and all requirements of federal, state, county and municipal authorities pertaining to PLANT4's use of the Leased Land. PLANT4 shall comply with the recorded covenants, conditions and restrictions applicable to the Leased Land, regardless of when same became or shall become effective or applicable, including, without limitation, all applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality, hazardous materials, waste disposal, air emissions and other environmental matters, all zoning and other land use matters, and the Americans with Disabilities Act of 1990 and Florida Americans With Disabilities Accessibility Implementation Act, as both may be amended from time to time (collectively "ADA") and with any direction of any public officer or officials which shall impose any duty upon SBBC or PLANT4 with respect to the use or occupation of the Leased Land.
 - f. PLANT4 shall not utilize the Leased Land for any purpose other than as expressly stated within this Agreement.

2.04.2 In-Kind Services. In lieu of payment of a base rental fee for its use of the Leased Land, PLANT4 agrees to provide funding and in-kind services during the term of this Agreement as outlined in Section 2.02 of this Agreement. The parties agree that the market value of the base rental fee for the Leased Land is at least \$12,562.70 per month or \$150,752.45 annually. The annual market value of the vased rental fee for the Leased Land is outlined in **Exhibit F**. The parties further agree the overall value of the Leased Land for twenty-five (25) years inclusive of an annual 3% increase is \$5,496,323.42 or an annual cost of \$219,852.94. PLANT4 shall be responsible for a minimum in-kind amount of \$150,752.45 annually unless PLANT4 meets its overall obligation of \$5,496,323.42 through lump-sum funds prior to the twenty-five (25) years. For the sake of clarity, the entirety of PLANT4's expenditures, including that for capital expenditures and for development of the curriculum, will count towards it meeting such overall obligation. If a renewal is approved as outlined in Section 2.01 herein, then a new lease analysis shall be conducted and the new in-kind services amount shall be negotiated.

2.04.3 Operating Expenses. PLANT4 shall be responsible at its sole cost and expense for any and all operational costs for the project including, without limitation, any expnses for utilities such as water and electricity including the installation and permitting associated with the provision of such utilities.

2.04.4 Garbage Removal. PLANT4 shall be responsible at its sole cost and expense for the removal of garbage, trash or waste from the Leased Land.

2.04.5 Maintenance. PLANT4 shall maintain the Leased Land together with any improvements thereon, in a clean, orderly, and sanitary condition to the satisfaction of the judgment of the School Site Principal or his/her designee at all times throughout the term of this Agreement.

2.04.6 Payment of Taxes. The parties agree that SBBC shall apply to the Broward County Property Appraiser (hereinafter referred to “BCPA”) for the Ad Valorem Tax Exemption Application as the leaseholder of this property pursuant to section 196.199, Florida Statutes. If the aforementioned application is not approved by BCPA for the Leased Land, PLANT4 shall be responsible to promptly reimburse SBBC upon demand for any taxes, including but not limited to, ad valorem taxes, non ad valorem taxes, sales tax and any other taxes or fees that become applicable to the Leased Land. PLANT4 shall pay and be liable for all rental, occupancy, sales and use taxes or other similar taxes, if any, levied or imposed by any city, state, county or other governmental body having authority, in connection with this Agreement and/or any payments due by PLANT4 to SBBC within thirty (30) calendar days of PLANT4’s receipt of a demand for reimbursement from SBBC.

2.04.7 Special Services. Except for any services that are expressly to be provided by SBBC under this Agreement, PLANT4 shall be responsible at its sole cost and expense to provide any and all services required for PLANT4’s intended use of the Leased Land.

2.04.8 Sale of Leased Land. If SBBC determines in its sole discretion and judgment that the sale of the School Site or Leased Land is in its best interests, SBBC shall provide written notice to PLANT4 of its intent to sell no less than three-hundred and sixty-four days (364) prior to commencing the sale of the School Site or Leased Land. In such event, PLANT4 agrees that SBBC may, at SBBC’s sole discretion, require PLANT4 to relocate to another comparable size location within the School District. In such event, PLANT4 shall bear all costs of moving its property and operations from one location to another as provided hereinafter in Section 3.05.2.

2.04.9 Parking Areas. PLANT4 and SBBC’s Superintendent or designee shall agree to parking of vehicles during the site plan process.

2.04.10 Condition of Leased Land. PLANT4 agrees to accept the Leased Land in “As Is” condition as of the time this Agreement is executed. PLANT4 may not remove or relocate any of SBBC’s property, appliances or fixtures located upon the Leased Land without the prior written approval by SBBC’s Superintendent of Schools or his/her designee. If such approval is granted, PLANT4 shall bear all costs of such removal and location and of restoring such property, appliances or fixtures to its original condition or location upon the termination of this Agreement.

2.04.11 Inspection of Leased Land. SBBC and its agents shall have the right, but not the duty, to inspect the Leased Land at any time to determine whether PLANT4 is complying with the terms of this Agreement without any prior notice to PLANT4. If PLANT4 is found not to be in compliance with this Agreement, SBBC shall provide notice of non-compliance in accordance with Section 3.06 of this Agreement. SBBC shall use its best efforts to minimize interference with PLANT4’s operations during any period of inspection, but shall not be liable for any interference caused thereby.

2.04.12 Fencing. PLANT4 shall install fencing along the rear of the property as necessary and maintain the remainder of the fencing in good repair to ensure that the entire area constituting Leased Land is surrounded by a fence.

2.04.13 PLANT4's Property. PLANT4 shall maintain ownership of the Pods facilities, unless transfer of ownership of the Pods is mutually agreed upon by both parties anytime prior to the expiration of this Agreement. If this Agreement is terminated by SBBC for convenience prior to the expiration date as provided in section 3.05.2, then Section 3.05.2 herein controls.

2.04.14 PLANT4 Personnel. PLANT4 shall hire and pay for all of PLANT4's personnel and/or contractors. The parties agree that PLANT4's personnel are not employees of SBBC and that SBBC shall have no obligation to provide salary, wages, benefits or workers compensation for such persons. However, PLANT4 agrees that, as appropriate, all PLANT4 employees shall follow all applicable SBBC policies and procedures.

2.04.15 Licenses and Permits. PLANT4 agrees to obtain at its sole cost and expense any permits, licenses or additional authorizations required by law or ordinance for PLANT4's use of or improvements upon the Leased Land.

2.04.16 Tree Removal or Relocation. PLANT4 agrees to obtain at its sole cost and expense any permits, licenses or additional authorizations required by law or ordinance for PLANT4's tree removal or relocation necessary to build upon the Leased Land.

2.04.17 Environmental Survey. Prior to acquisition of the permit to construct, SBBC shall conduct a Phase 1 Environmental Survey at PLANT4's expense. If any contamination is found upon the Leased Land, PLANT4 shall be given the following three (3) options: 1) elect to terminate the Agreement; 2) allow SBBC to search for a new location; or 3) choose to remediate the Leased Land at PLANT4's sole cost and expense. PLANT4 hereby acknowledges that SBBC prohibits the storage of Environmentally Hazardous materials at any time upon SBBC's property and understands violation of this restriction will result in SBBC's termination of this Agreement for cause as outlined in Section 3.05.1 hereof. In such event, PLANT4 shall restore and return the property to the same condition that it was in prior to execution of this Agreement. SBBC will conduct a Phase 2 Environmental Survey at PLANT4's expense on the Leased Land at the end of the Agreement whether terminated or expired and prior to any renewal. Such survey shall be conducted in coordination with PLANT4 and shall be performed at PLANT4's sole expense. If any contamination is found on the Leased Land during the aforesaid survey, PLANT4 shall be responsible at its sole cost and expense to remediate the Leased Land in accordance to Section 2.04.18 hereof.

2.04.18 Hazardous Materials. No Hazardous Material (as hereinafter defined) shall be brought upon, kept or used in or about the Leased Land by PLANT4 or by its agents, principals, employees, contractors, consultants or invitees without the prior written

consent of the Superintendent or designee, which consent may be withheld for any reason whatsoever or for no reason at all. If PLANT4 breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material upon the Leased Land caused or permitted by PLANT4 (or the aforesaid others) results in (a) any contamination of the Leased Land, the surrounding area(s), the soil or surface or ground water or (b) loss or damage to person(s) or property, or if contamination of the Leased Land or the surrounding area(s) by Hazardous Material otherwise occurs for which PLANT4 is legally, actually or factually, liable or responsible to SBBC (or any party claiming, by through or under SBBC) for damages, losses, costs or expenses resulting therefrom, then PLANT4 shall be solely responsible for all costs, expenses and amounts required to remediate, clean up and correct such matter and PLANT4 shall further fully and completely indemnify, defend and hold harmless SBBC (or any party claiming by, through or under SBBC) from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses, including without limitation: (i) diminution in the value of the Leased Land and/or the land on which the Leased Land are located and/or any adjoining area(s) which SBBC owns or in which it holds a property interest; (ii) damages for the loss or restriction on use of rentable or usable space of any amenity of the Leased Land or the land on which the Leased Land is located; (iii) damages arising from any adverse impact on marketing of space; and (iv) any sums paid in settlement of claims, reasonable attorneys and paralegals' fees, (whether incurred in court, out of court, on appeal or in bankruptcy or administrative proceedings) consultants fees and expert fees which arise during or after the term of this Agreement or any renewal thereof, as a consequence of such contamination. This indemnification of SBBC by PLANT4 includes, without limitation, costs incurred in connection with any investigation or site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Leased Land.

- a. Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Leased Land or the surrounding area(s) caused or permitted by PLANT4 (or the aforesaid others) results in (a) any contamination of the Leased Land, the surrounding area(s), the soil or surface or ground water or (b) loss or damage to person(s) or property, then PLANT4 shall immediately notify SBBC of any contamination, claim of contamination, loss or damage and, after consultation and approval by SBBC, take all actions at PLANT4's sole expense as are necessary or appropriate to return the Leased Land, the surrounding area(s) and the soil or surface or ground water to the condition existing prior to the introduction of any such Hazardous Material thereto, such that the contaminated areas are brought into full compliance with all applicable statutory regulations and standards. The foregoing obligations and responsibilities of PLANT4 shall survive the expiration or earlier termination of this Agreement.
- b. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances,

materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or federal law. "Hazardous Material" includes any and all material or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to local, state or federal governmental law. "Hazardous substance" includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCB's"), petroleum, any and all material or substances which are classified as "biohazardous" or "biological waste" (as such terms are defined by Florida Administrative Code ("F.A.C.") Chapter 17-712, as amended from time to time, and extremely "hazardous waste" or "hazardous substance" pursuant to federal, state or local governmental law.

- c. SBBC and its agents shall have the right, but not the duty, to inspect the Leased Land at any time to determine whether PLANT4 is complying with the terms of this Agreement. If PLANT4 is not in compliance with this Agreement, SBBC shall have the right to immediately enter upon the Leased Land to remedy at PLANT4's expense any contamination caused by PLANT4's failure to comply, notwithstanding any other provision of this Agreement.

2.04.19 Adult Products; Smoking. PLANT4 shall not bring, keep or possess any adult products, intoxicating beverages, drugs, narcotics or gambling devices upon SBBC property or permit others to do so. In accordance with state law and School Board Policy 1120, smoking will not be permitted upon SBBC property under any circumstances.

2.04.20 Removal of Persons. SBBC reserves the right, through its representatives, to eject any objectionable person or persons from SBBC property including, without limitation, the Leased Land, and in the event of the exercise of this authority by SBBC through its representatives, agents or through law enforcement personnel, PLANT4 hereby waives any right and all claims for damages against SBBC or any of its representatives or agents.

2.05 SBBC's Default. SBBC shall in no event be charged with default in the performance of any of its obligations under this Agreement unless and until SBBC shall have failed to perform such obligations within thirty (30) calendar days (or within such additional time as is reasonably required to remedy any such default) after written notice to SBBC by PLANT4 properly specifying and detailing the particulars of wherein and whereby PLANT4 claims SBBC has failed to perform such obligations. No default by SBBC under this Agreement shall give PLANT4 the right to terminate this Agreement or withhold or otherwise abate any sums payable or services deliverable to SBBC by PLANT4 under this Agreement.

2.06 PLANT4's Default. PLANT4 shall be in default of its obligations hereunder in the event that any of the following occurs:

2.06.1 PLANT4's failure to pay any other sums already due, payable, and delinquent hereunder for a period of thirty (30) business days after written notice of delinquency by SBBC;

2.06.2 PLANT4's failure to commence construction of the Pods, infrastructure and ancillary facilities within one (1) year of executing this Agreement;

2.06.3 PLANT4's failure to observe, keep or perform any of the other terms, covenants, agreements or conditions of this Agreement or in applicable School Board Policies;

2.06.4 The bankruptcy of PLANT4;

2.06.5 PLANT4 making an assignment for the benefit of creditors;

2.06.6 A receiver or trustee being appointed for PLANT4 or a substantial portion of PLANT4's assets;

2.06.7 Voluntary petitioning by PLANT4 for relief under, or otherwise seeking the benefit of, any bankruptcy, reorganization, arrangement or insolvency law;

2.06.8 PLANT4's deserting, vacating or abandoning any substantial portion of the Leased Land or attempting to mortgage or pledge or otherwise encumber in any way its interest hereunder;

2.06.9 PLANT4's interest under this Agreement being sold under execution or other legal process;

2.06.10 PLANT4's interest under this Agreement being modified or altered by an unauthorized assignment or subletting or by operation of law;

2.06.11 Any of the goods or chattels of PLANT4 used in, or incident to, the PLANT4's operations upon the Leased Land being seized, sequestered, or impounded by virtue of, or under authority of, any legal proceeding;

2.06.12 In the event of any of the foregoing happenings, SBBC, at its election, may declare this Agreement to be in default in the performance of any of its obligations under this Agreement unless and until PLANT4 shall have failed to perform such obligations in accordance with Section 3.06 of this Agreement. The exercise by SBBC of this right shall not be deemed to preclude the exercise of any others herein listed or otherwise provided by statute or general law at the same time or in subsequent times or actions. No re-entry or retaking possession of the Leased Land by SBBC shall be construed as an election on its part to terminate this Agreement, unless a written notice of such intention be given to PLANT4, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any monies due to SBBC hereunder or of any damages accruing to SBBC by reason of the violations of any of the terms, provisions, and covenants herein contained. SBBC's acceptance of any monies following any event of default hereunder shall not be construed as SBBC's waiver of such event of default. No forbearance by SBBC of action upon any violation or breach of any of the terms, provisions, and covenants herein contained shall

be deemed or construed to constitute a waiver of the terms, provisions, and covenants herein contained. Forbearance by SBBC to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any other violation or default. Legal actions to recover for loss or damage that SBBC may suffer by reason of termination of this Agreement or the deficiency from any reletting as provided for above shall include the expense of repossession or reletting and any repairs or remodeling undertaken by SBBC following repossession.

2.07 Absence of Option. SBBC has delivered a copy of this Agreement to PLANT4 for PLANT4's review only and the delivery hereof does not constitute an offer to PLANT4 or an option to lease or a reservation of or option for the Leased Land, and this Agreement shall become effective only when a copy executed by both SBBC and PLANT4 is delivered to and accepted by SBBC.

2.08 Construction Liens.

2.08.1 PLANT4 is prohibited from making, and agrees not to make, alterations upon the Leased Land, except as permitted by the approved site plan, and PLANT4 will not permit any construction lien or liens to be placed upon the Leased Land or improvements thereon during the term hereof or any renewal term thereafter, caused by or resulting from any work performed, materials furnished or obligation incurred by or at the request of PLANT4, and in the case of the filing of any such lien PLANT4 will promptly pay the same. If PLANT4 has not satisfied such lien or transferred it to bond within ten (10) calendar days after written notice from SBBC to PLANT4, SBBC shall have the right and privilege, solely at SBBC's option, of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses, interest, and reasonable attorneys' and paralegals' fees (whether incurred in court, out of court, on appeal or in bankruptcy or administrative proceedings), shall be considered additional operating expenses hereunder due from PLANT4 to SBBC and shall be repaid to SBBC immediately on rendition of a bill thereof, together with interest per annum at the maximum rate permitted by law until repaid, and if not so paid within ten (10) calendar days of the rendition of such bill shall constitute a default under Section 3.06 hereof.

2.08.2 SBBC's interest in the Leased Land shall not be subject to liens for improvements made by PLANT4. PLANT4 shall notify every contractor making such improvements of the provision set forth in the preceding sentence. The parties agree, should SBBC so request, to execute, acknowledge and deliver, without charge to the other, a Short Form Lease in recordable form in accordance with Chapter 713, Florida Statutes, containing a confirmation that the interest of SBBC shall not be subject to liens for improvements made by PLANT4 to the Leased Land.

2.09 School Board Policies. PLANT4 shall faithfully observe and comply with the School Board Policies in effect during the term of this Agreement. SBBC shall have the right to unilaterally enact additional Policies without the consent of PLANT4, and the same shall be

effective from the date PLANT4 receives notice thereof. PLANT4 shall acquire no vested rights as to its use of the Leased Land as relates to School Board Policies, and all modifications or additions to or deletions from the School Board Policies shall take effect immediately upon notice of the same by SBBC to PLANT4, regardless of any past use or practice by PLANT4 upon the Leased Land. SBBC shall not be responsible to PLANT4 for the nonperformance of any said School Board Policies by any other occupant or user of the building within the Leased Land. PLANT4 shall and does hereby have an affirmative obligation to notify its agents, employees, principals, assigns, subtenants and invitees of the contents of such School Board Policies and of this Agreement and to assure their compliance therewith, and PLANT4's indemnification to SBBC under Section 3.24 hereof includes, without limitation, PLANT4's indemnity to SBBC for any claims, losses or damages resulting from PLANT4's breach or the breach by its agents, employees, principals, assigns, subtenants and invitees of School Board Policies.

2.10 Damage by Fire or the Elements.

2.10.1 In the event that the Leased Land should be totally destroyed by fire, hurricane, tornado or other casualty, or in the event the Leased Land should be so damaged that rebuilding or repairs cannot be completed within two hundred seventy (270) calendar days after the date of such damage, either SBBC or PLANT4 may, at its option, by written notice to the other given not more than thirty (30) calendar days after the date of such fire or other casualty, terminate this portion of this Agreement. In such event, the sums payable under this Agreement shall be abated during the unexpired portion of this Agreement effective with the date of such fire or other casualty.

2.10.2 In the event the Leased Land should be damaged by fire, hurricane, tornado, or other casualty covered by PLANT4's insurance but only to such extent that rebuilding or repairs can be completed within two hundred seventy (270) calendar days after the date of such damage, or if the damage should be more serious but neither SBBC nor PLANT4 elects to terminate this Agreement, then PLANT4 shall, within thirty (30) calendar days after the date of such damage or such election, commence to rebuild or repair the Leased Land and shall proceed with reasonable diligence to restore the Leased Land to substantially the same condition in which it was immediately prior to the happening of the casualty. SBBC shall, unless such damage is the result of the negligence or willful misconduct of PLANT4 or PLANT4's employees, agents, principals, contractors, consultants, assigns, subtenants or invitees, allow PLANT4 a fair diminution of any sums payable to SBBC under this Agreement during the time of such rebuilding or repairs. Any insurance which may be carried by SBBC or PLANT4 against loss or damage to the Leased Land shall be for the sole benefit of the party carrying such insurance and under its sole control.

2.11 Return of SBBC Properties. Upon the termination or expiration of this Agreement and prior to vacating from the Leased Land, PLANT4 shall return to the School Site Principal, all SBBC property or properties in his/her possession including but not limited to keys to the School Site's gate/fence. PLANT4 admits and agrees that should it fail to return SBBC property or properties in its possession including, but not limited to, the aforementioned keys, then PLANT4 shall be responsible and shall pay for the replacement of the property or properties and shall pay to have the lock(s) on the appropriate facility door(s), gate(s), box(es), etc. changed.

2.12 Inspection of PLANT4 Records by SBBC. PLANT4 shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All PLANT4 Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by PLANT4 or any of PLANT4 payees pursuant to this Agreement. PLANT4 Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. PLANT4 Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **PLANT4 Records Defined.** For the purposes of this Agreement, the term "PLANT4 Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement. Notwithstanding anything to the contrary in this Agreement, the term, "PLANT4 Records," as used in this Agreement, shall not include any items or information that is not directly related to the relationship between PLANT4 and SBBC as contemplated in this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to PLANT4 Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to PLANT4 pursuant to this Agreement.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide PLANT4 reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to PLANT4 facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) **Failure to Permit Inspection.** Failure by PLANT4 to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any PLANT4 claims for payment by SBBC.

(f) **Overcharges and Unauthorized Charges.** If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by PLANT4 in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by PLANT4. If the audit discloses billings or charges to which PLANT4 is not contractually

entitled, PLANT4 shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. PLANT4 shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by PLANT4 to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to PLANT4 pursuant to this Agreement and such excluded costs shall become the liability of PLANT4.

(h) Inspector General Audits. PLANT4 shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.13 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Applied Learning
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Facility Planning and Real Estate
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To PLANT4: Karim Giscombe
333 Las Olas Way
Fort Lauderdale, Florida 33301

With a Copy to: Adam Litwin
333 Las Olas Way
Fort Lauderdale, Florida 33301

2.14 Background Screening. PLANT4 and its personnel or contractors agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully

complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of PLANT4 or its personnel providing any services under the conditions described in the previous sentence. PLANT4 shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to PLANT4 and its personnel. The parties agree that the failure of PLANT4 to perform any of the duties described in this section shall constitute a material breach in accordance with Section 3.06 of this Agreement. PLANT4 agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from PLANT4 failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.15 Insurance Requirements. Notwithstanding anything contained herein to the contrary, prior to PLANT4 performing any inspections upon and/or gaining access to the Leased Land, PLANT4 shall furnish SBBC with a certificate of insurance naming SBBC as an additional insured. The following insurance must remain active throughout the term of this agreement once it has been procured.

General Liability. Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

Workers' Compensation. Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

Auto Liability, Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

Verification of Coverage. Proof of Insurance must be furnished prior to PLANT4 performing any inspections upon and/or gaining access to the Leased Land. To streamline this process, SBBC has partnered with EXIGIS Risk Works to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Plant4 time to remedy any deficiencies. Please verify your account information and provide contact details for your company's Insurance Agent via the link provided in the email upon award.

Required Conditions. Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

2. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

Cancellation of Insurance. Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this Agreement.

ARTICLE 3 – GENERAL CONDITIONS

3.01 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 Independent Contractor. The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 Termination.

3.05.1 Termination for Cause. Following a PLANT4 default, and the expiration of any applicable cure period without resolution of such default in connection therewith. This Agreement may be terminated with cause by SBBC during the term hereof upon ninety (90) days written notice to PLANT4 of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement pursuant to this Section 3.05.1. PLANT4 agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ninety (90) calendar days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate with any associated cost for removal/disposition to be charged to and payable by PLANT4.

3.05.2 Termination for Convenience.

3.05.2.1 This Agreement may be terminated for convenience if determined to be in the best interest of SBBC. If terminated for convenience prior to December 31, 2028, written notice shall be provided to PLANT4 to terminate in accordance with this provision no less than three-hundred and sixty-four (364) days prior to termination. In such an event, SBBC shall provide another location for PLANT4 to relocate facilities and services. Both parties agree that within five (5) working days of receiving such written notice, PLANT4 shall cease paying to SBBC, any outstanding annual lease payments and SBBC's portion of the shared revenue until PLANT4 successfully relocates the Pods to the mutually agreed upon location, reconstructs the Pods, becomes operational, and recoups the cost of relocating the Pods to the new location and reconstruction of the Pods; and if applicable, any remaining portion of its investment. Thereafter, PLANT4 shall commence paying SBBC its portion of the shared revenue. If PLANT4 and SBBC have entered into subsequent agreements for the leasing of SBBC-owned lands, then payment for such other lease(s) may cease until PLANT4 successfully relocates the Pods to the mutually agreed upon location, reconstructs the Pods, becomes operational, and recoups the cost of relocating the Pods to the new location and reconstruction of the Pods; and if applicable, any remaining portion of its investment.

3.05.2.2 If terminated after January 1, 2029, SBBC shall not be obligated as outlined in Section 3.05.2.1 and PLANT4 shall be responsible to remove all structures to return the Leased Land to its original condition. PLANT4 agrees that any property left on the Leased Land shall be considered abandoned, and may be disposed of at the sole discretion of SBBC without any recourse by PLANT4. PLANT4 shall be responsible at its sole cost and expense for all costs associated with removal of said property and shall promptly reimburse SBBC for any such costs upon receipt of an invoice for same. It is agreed that no bailor/bailee relationship shall be construed to

exist between SBBC and PLANT4 with regard to any property left by PLANT4 at the Leased Land at times other than the period permitted under this Agreement.

3.06 Default. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon ninety (90) calendar days notice. 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. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.2.

3.07 Public Records. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. PLANT4 shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, PLANT4 shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. PLANT4 shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if PLANT4 does not transfer the public records to SBBC. Upon completion of the Agreement, PLANT4 shall transfer, at no cost, to SBBC all public records in possession of PLANT4 or keep and maintain public records required by SBBC to perform the services required under the Agreement. If PLANT4 transfer all public records to SBBC upon completion of the Agreement, PLANT4 shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PLANT4 keeps and maintains public records upon completion of the Agreement, PLANT4 shall meet all applicable requirements for retaining public records. All public records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF PLANT4 HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.08 Student Records. Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.09 Compliance with Laws. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.10 Place of Performance. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.11 Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.12 Entirety of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.13 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.14 Assignment. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party which shall not be unreasonably withheld. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.15 Incorporation by Reference. Exhibits A - F attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.16 Captions. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.17 Severability. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.18 Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.19 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.20 Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.21 Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.22 Survival. All representations and warranties made herein, indemnification obligations, obligations to reimburse, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.23 Contract Administration. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.24 Liability. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By PLANT4: PLANT4 agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by PLANT4, its agents, servants or employees; the equipment of PLANT4, its agents, servants or employees while such equipment is on the Leased Land; or the negligence of PLANT4 or the negligence of PLANT4 agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by PLANT4, SBBC or otherwise.

3.25 Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.26 Joint-Draft. The parties acknowledge this Agreement is a product of joint drafting efforts and shall not be construed against any one Party as the drafter.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES TO FOLLOW]

FOR SBBC

(Corporate Seal)
COUNTY, FLORIDA

THE SCHOOL BOARD OF BROWARD

ATTEST:

By: _____
Nora Rupert, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:
Digitally signed by Janette M. Smith
Janette M. Smith
Date: 2018.04.16 16:50:26 -04'00'

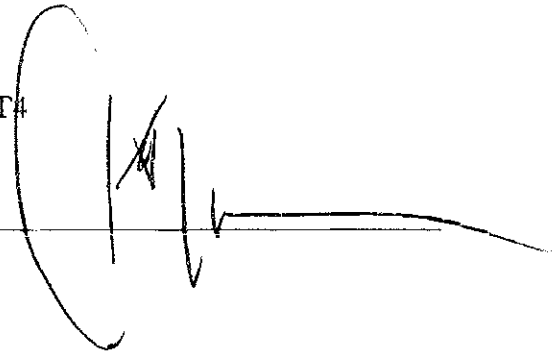
Office of the General Counsel

FOR PLANT4

(Corporate Seal)

PLANT#

By _____



ATTEST:

, Secretary

-or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 16 day of April, 2018 by Karim O. Giscombe of

Name of Person

Plant4, Inc., on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced a driver's license as identification and did/did not first take an oath.


Type of Identification

G-251-514-76-050-0

Exp. 02/10/2027

My Commission Expires: Nov. 17, 2020

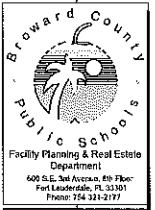
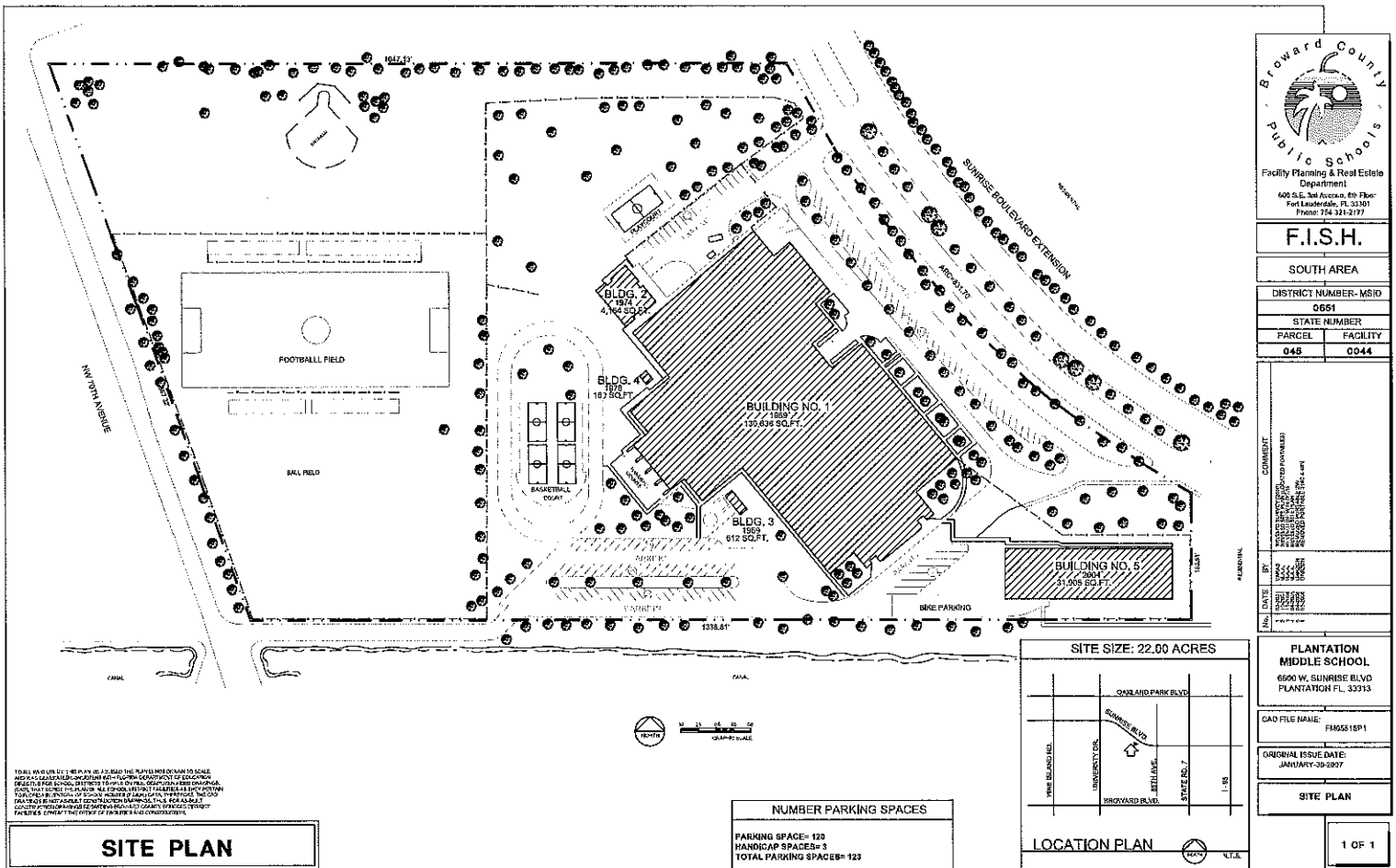
Signature - Notary Public

 **Lynn Moscoso**
Commission # GG048713
Expires: Nov. 17, 2020
Bonded thru Aaron Notary

Lynn Moscoso
Printed Name of Notary

GG048713
Notary's Commission No.

Exhibit A



F.I.S.H.

SOUTH AREA

DISTRICT NUMBER- MSID

0651

STATE NUMBER

PARCEL	FACILITY
048	0044

048

0044

COMMENT:

THIS DRAWING IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION PURPOSES WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECT.

DATE: 11/11/07

BY: [Signature]

FOR: [Signature]

TITLE: [Signature]

SCALE: 1" = 333.81'

PROJECT: [Signature]

SHEET: [Signature]

DRAWN BY: [Signature]

CHECKED BY: [Signature]

DATE: 11/11/07

PROJECT: [Signature]

SHEET: [Signature]

DRAWN BY: [Signature]

CHECKED BY: [Signature]

DATE: 11/11/07

PROJECT: [Signature]

SHEET: [Signature]

DRAWN BY: [Signature]

CHECKED BY: [Signature]

DATE: 11/11/07

PROJECT: [Signature]

SHEET: [Signature]

DRAWN BY: [Signature]

CHECKED BY: [Signature]

DATE: 11/11/07

PROJECT: [Signature]

SHEET: [Signature]

DRAWN BY: [Signature]

CHECKED BY: [Signature]

DATE: 11/11/07

PROJECT: [Signature]

SHEET: [Signature]

DRAWN BY: [Signature]

CHECKED BY: [Signature]

DATE: 11/11/07

PROJECT: [Signature]

SHEET: [Signature]

SITE PLAN

LOCATION PLAN

1 OF 1

Plantation Middle School
Aerial Photo



Area is Estimated at 2.06
Acres

LEGEND
Proposed Leased Land



Exhibit C

Controlled Environment Agriculture Budget								
Item	Description	Quantity	Cost per	17-18	18-19	19-20	20-21	Totals
				Planning	Year 1	Year 2	Year 3	
Community Parent Engagement								
Community meetings	Informational Community Meetings - 3 per year	3	500	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 4,000
Marketing	branding, banners, t-shirts, advertisement			\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 12,000
District Support								
Instructional Facilitators	Instructional Facilitators a year to support Plantation and additional locations. (4 for years 1 and 2, 3 and 2/3 for year 4)		75,000		\$ 300,000	\$ 300,000	\$ 275,000	\$ 875,000
Professional Development								
Teacher PD Creation	Years 1 and 2: 8 pd writers x 75hours x hourly rate (average of approx \$37). Year 3 8 pd writers x 37.5 x hourly rate (average of \$37) PD, 6 days for 45 teachers in CEA, IB, iBella plus 4 days for content area specific = 10 days for year 1, 4 and 2 day per areas for subsequent years total of 6 days. (45 teachers x 10 days x 7.5 hours=3375 x \$15)		hourly ~37/hr	\$ 22,200	\$ 22,200	\$ 11,100	\$ -	\$ 55,500
Teacher PD stipends	hourly rate for facilitators of all PD (10 days for first year and 6 days per subsequent years) plus 2 planning days (first year only) for PD development, 7.5 hour days, 12 facilitators (1080, \$40)	3375	15	\$ 50,625	\$ 30,375	\$ 30,375		111,375
Teacher PD facilitator pay			hourly ~37/hr	\$ 39,960	\$ 19,980	\$ 19,980		\$ 79,920
Curriculum								
Curriculum Development	Years 1 and 2: 6 courses (4 projects per course integrated) x 3 years =12 teachers x 120 hours = 1440 hours + (10 hours per course (6) for review and editing = 60) Total =1500;		hourly ~37/hr	\$ 55,500	\$ 55,500	\$ -		111,000
Instructional Materials								
Aerogarden	model CEA unit for classroom	100	250	\$ 25,000				25,000
SparkFun IoT kit	send plant data to internet	100	75	\$ 7,500				7,500
IoT plant sensors and control devices	moisture, temperature, light	500	40.41	\$ 20,205				20,205
Android Tablets	app development from sensors 1/student	750	150	\$ 112,500				112,500
Tablet Cases		750	8	\$ 6,000				6,000
Tablet Charging Cart	carts to charge devices	45	500	\$ 22,500				22,500
Field Trips	local STEM and civic engagement opportunities incl transportation			\$ 15,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 75,000
Instructional Materials	electronic and hard copy resources	750	90	\$ 67,500	\$ 22,500	\$ 22,500	\$ 22,500	\$ 133,000
Seeds and other supplies (fertilizer)	seed packets/kits for aerogarden	100	50	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	15,000
TOTAL				\$ 385,990	\$ 479,555	\$ 412,955	\$ 321,500	\$ 1,600,000

Timeline for Plant4 Payments to SBBC (Applied Learning)	
Date	Allocation
June 24, 2018	\$385,990
October 15, 2018	\$239,777.50
April 15, 2019	\$239,777.50
October 15, 2019	\$206,477.50
April 15, 2020	\$206,477.50
October 15, 20120	\$321,500
	\$1,600,000

Exhibit D

P L A N T 4 - VISION PARTNERSHIP
FINANCIAL PROJECTIONS
Capital Expenditure & In Kind Contribution - 25,000 SF Facility - Plantation Middle School

	\$	
GreenHouse (Space Plates)	\$ 1,200,000	
Processing Facility and Offices	175,000	
HVAC	180,000	
Lighting	150,000	
Solar	300,000	
Hydro Grow package	125,000	
Hardware system	75,000	
Contingency (5%)	110,250	
Total	\$ 2,315,250	
PLANT4 In Kind Contribution	1,600,000	
Total	\$ 3,915,250	6000

Note: Figures do not include SBBC share of post payback net proceeds which is estimated to exceed \$4.8M over 25 years
 Note: All figures are projected and subject to change based on final costing

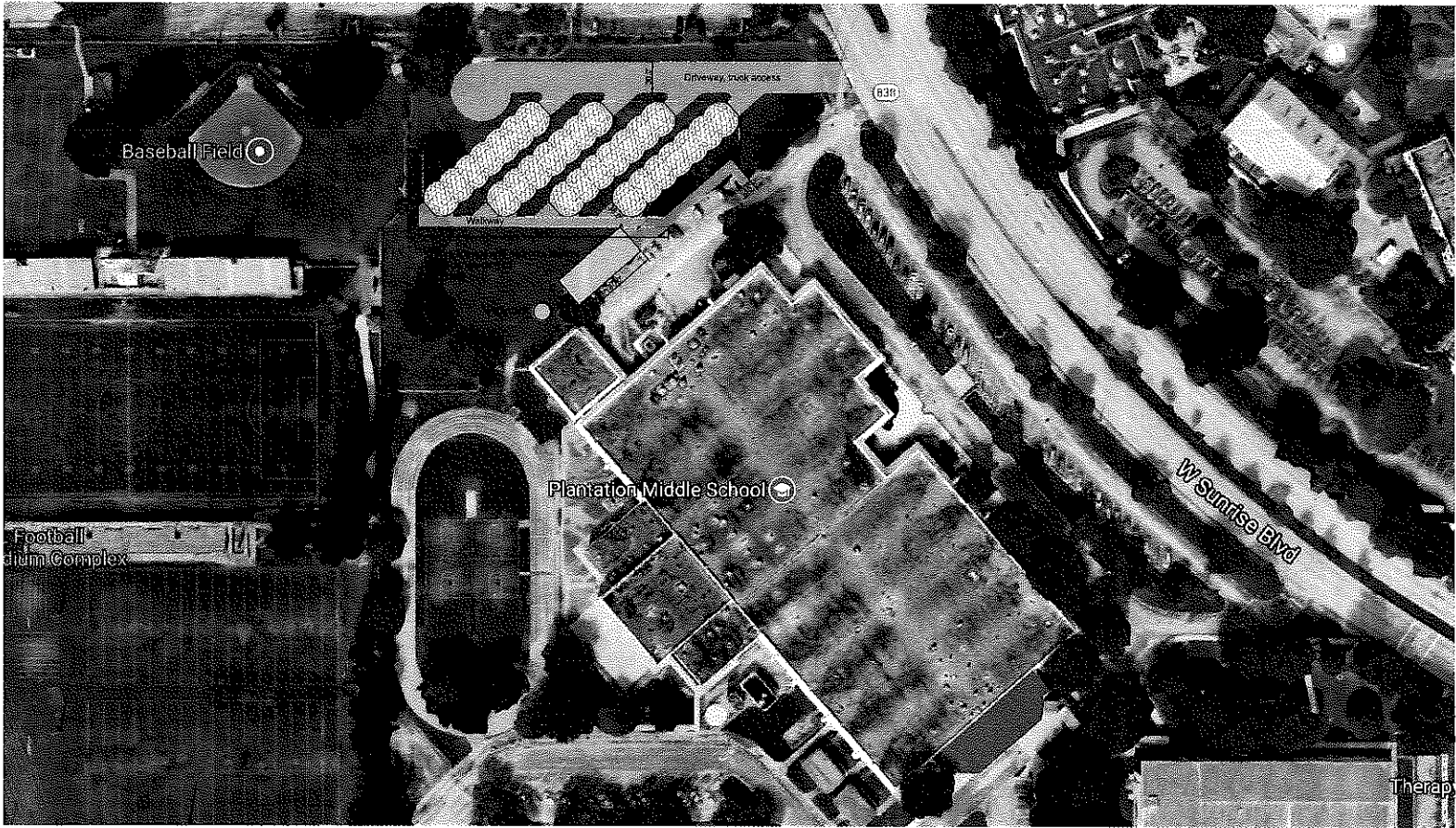
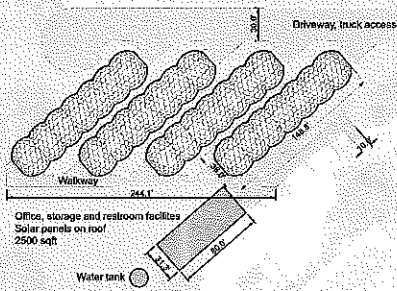
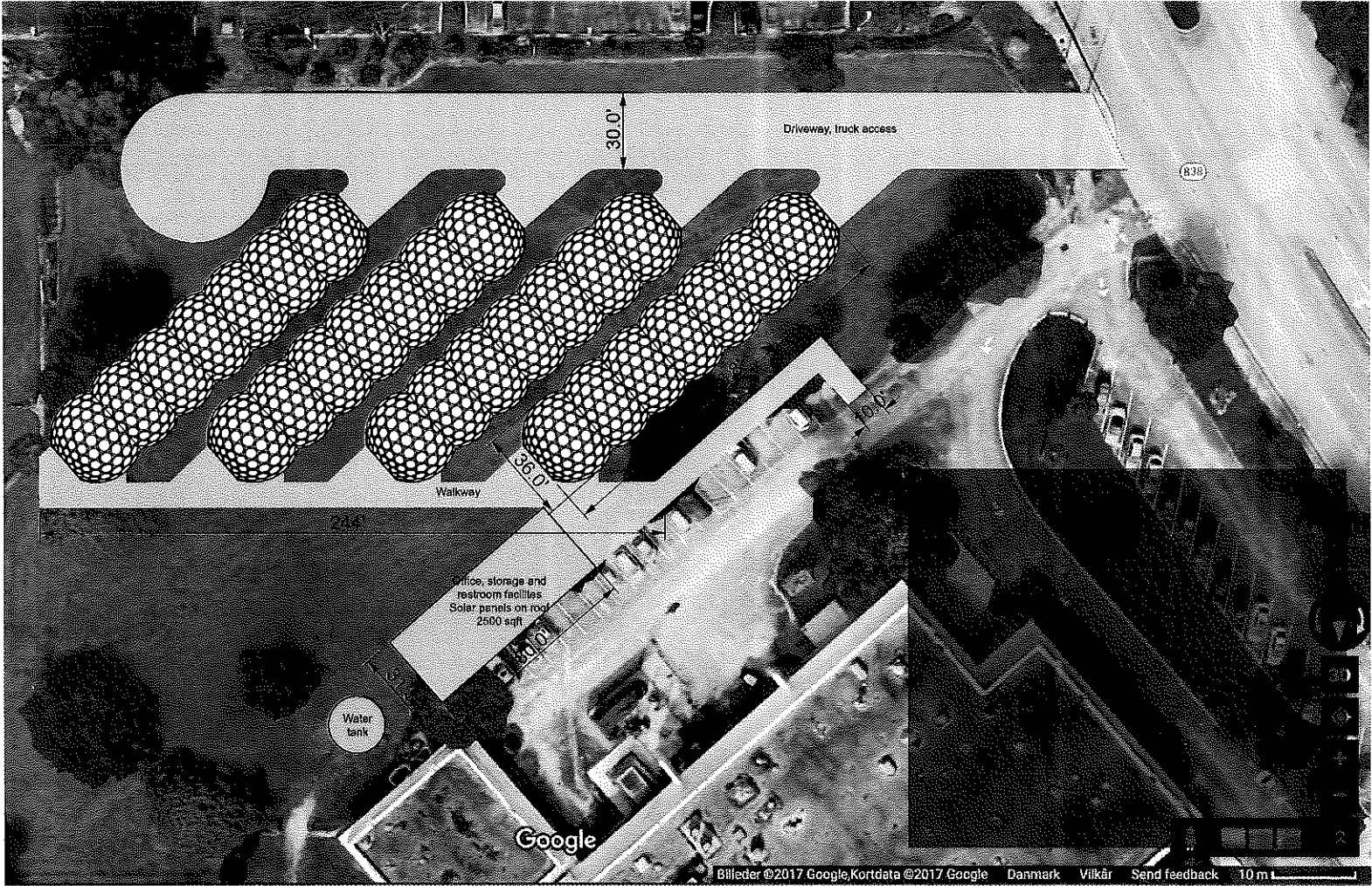
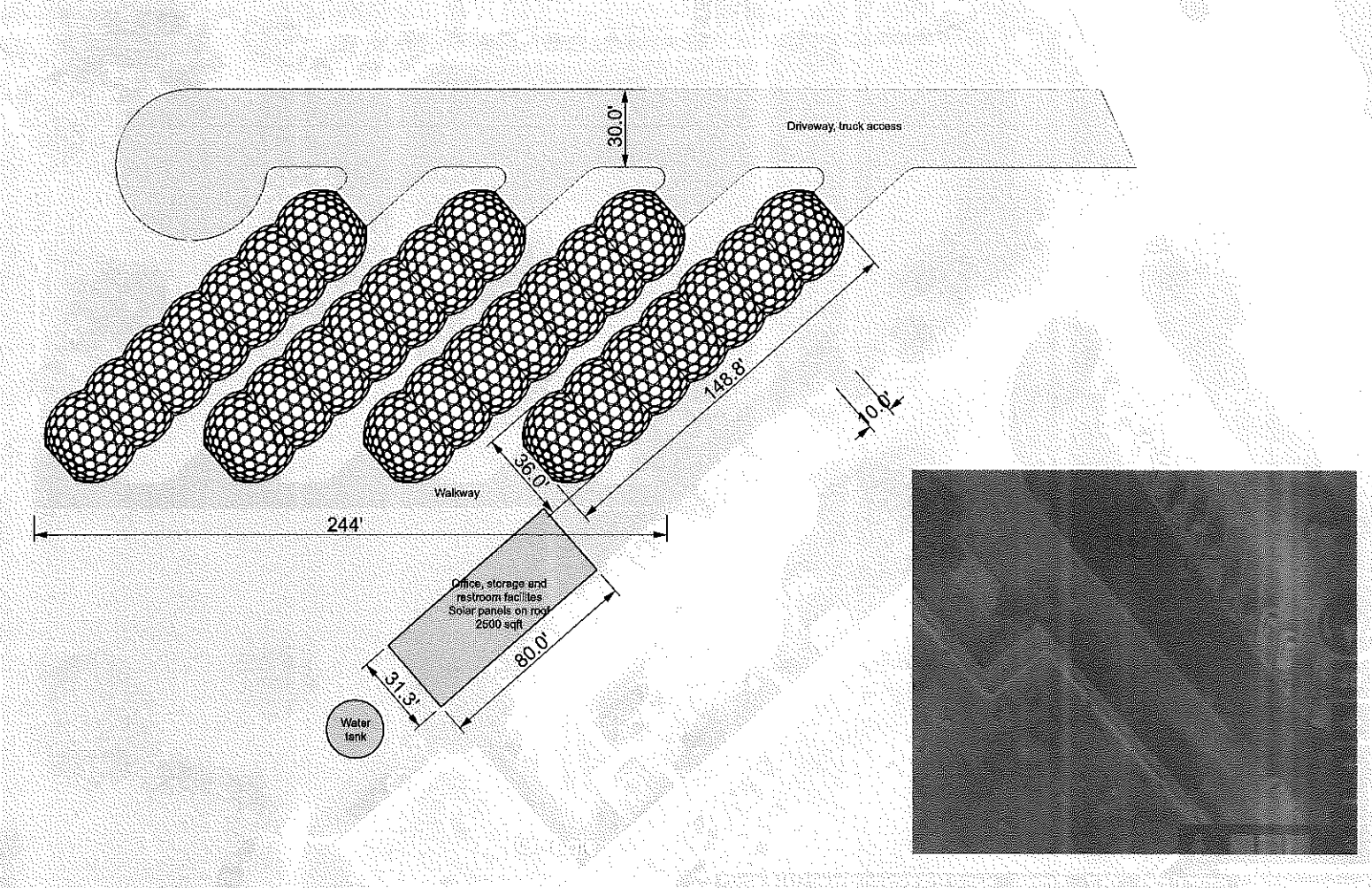


Exhibit E



10.0' 10.0'





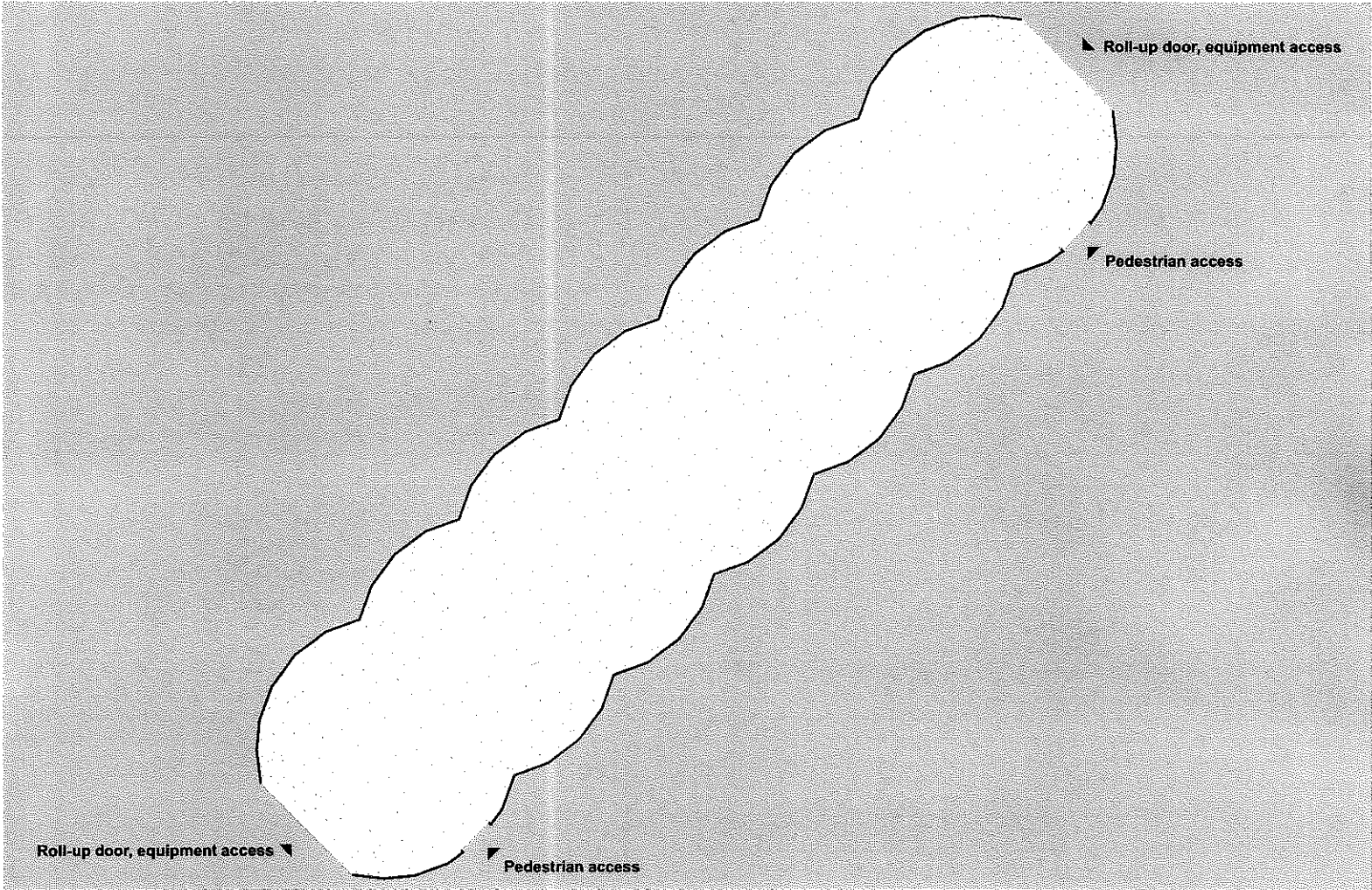


EXHIBIT F

Analysis Matrix										
Renewal of Lease Agreement Between The School Board of Broward County, FL and Plant4										
Comparable Lease Sites										
Site Location	Building Type/Class	Acreage	Total Rentable Square Footage	Annual Cost Per Square Foot	Monthly Base Rent	Annual Base Rent	Operating Expenses Per Square Foot	Monthly Operating Expenses	Annual Operating Expenses	Total Annual Lease Cost
1 *Plantation Middle School 6600 W Sunrise Blvd Plantation, FL 33313	Public School (Land Portion)	N/A	89,734	\$1.68	\$12,562.70	\$150,752.45	\$0.00	\$0.00	\$0.00	\$150,752.45
2 3240 S Douglas Road Miramar, FL 33025	Commerical Land	N/A	67,953	\$1.40	\$7,927.85	\$95,134	\$0.00	\$0.00	\$0.00	\$95,134.20
3 3101 W Commerical Boulevard Tamarac, FL 33309	Commerical Land	N/A	33,000	\$2.39	\$6,572.50	\$78,870	\$0.00	\$0.00	\$0.00	\$78,870.00
4 4651 W Hillsboro Blvd Pompano Beach, FL 33073	Commerical Land	N/A	37,000	\$1.25	\$3,854.17	\$46,250	\$0.00	\$0.00	\$0.00	\$46,250.00
**Average:				\$1.68	\$6,118.17	\$73,418	\$0.00	\$0.00	\$0.00	\$73,418

* The information presented in this analysis for the Plantation Middle School site is derived from properties 2 through 4.
 ** The average dollar amounts are derived from properties 2 through 4.

NOTE 3: Amounts may vary due to dollar amount being rounded to the nearest decimal.