

This Sublease was prepared by:  
Jay Sircy  
Bureau of Public Land Administration  
Division of State Lands  
Department of Environmental Protection, MS 130  
3900 Commonwealth Boulevard,  
Tallahassee, Florida 32399-3000  
AID# 40354

PNS1  
[ 3.51 acres +/-]

**STATE OF FLORIDA DEPARTEMENT OF EDUCATION**

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**SUBLEASE AGREEMENT**

**Sublease Number 3150-007**

THIS SUBLEASE AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the **STATE OF FLORIDA DEPARTMENT OF EDUCATION**, hereinafter referred to as “SUBLESSOR”, and **SMA HEALTHCARE, INC.**, a Florida not-for-profit corporation, its successors and assigns, hereinafter referred to as “SUBLESSEE”.

WITNESSETH:

In consideration of the covenants and conditions set forth herein SUBLESSOR subleases the below described premises to SUBLESSEE on the following terms and conditions:

1. **ACKNOWLEDGMENTS:** The parties acknowledge that title to the subleased premises is held by the Board of Trustees of the Internal Improvement Trust Fund (“TRUSTEES”) and is currently managed by SUBLESSOR under TRUSTEES’ Lease No. 3150.
2. **DESCRIPTION OF PREMISES:** The property subject to this sublease is situated in the County of Volusia, State of Florida and is more particularly described in Exhibit “A” attached hereto and hereinafter referred to as the “subleased premises”.
3. **TITLE DISCLAIMER:** SUBLESSOR does not warrant or guarantee any title, right or interest in or to the subleased premises.
4. **SUBLEASE TERM:** The term of this sublease shall be for a period of 50 years commencing on \_\_\_\_\_ and ending on \_\_\_\_\_, unless sooner terminated pursuant to the provisions of this sublease.
5. **PURPOSE:** SUBLESSEE shall possess and manage the subleased premises only for the establishment and operation of a health and social service center, along with other related uses necessary for the accomplishment of this purpose as designated in the Land Use Plan required by paragraph 25 of this sublease.
6. **CONFORMITY:** This sublease shall conform to all terms and conditions of that certain lease between the TRUSTEES and SUBLESSOR dated February 18, 1980, as amended, a copy of which, and all amendments thereto, is attached hereto as

Exhibit “B”, and SUBLESSEE shall through its agents and employees prevent the unauthorized use of the subleased property or any use thereof not in conformance with this sublease.

7. **CONSIDERATION FOR LEASE**: As consideration for this sublease, SUBLESSEE hereby agrees to SUBLESSOR’s Division of Blind Services (“DIVISION”) cash payments and in-kind services as follows:

A. **CASH CONSIDERATION**. SUBLESSEE will pay the DIVISION \$25,000 per year in equal monthly installments of \$2,083.33. Payments shall be due to the DIVISION on the first of each month in advance—with the first payment due on \_\_\_\_\_, to be known as the “Payment Commencement Date”—or the first business day thereafter if the payment date falls on a weekend or holiday, and ending at the conclusion of the sublease term. Payment shall be deemed delinquent and subject to a 5% late payment if not paid within 10 days of the due date.

B. **IN-KIND CONSIDERATION**. At the request of the DIVISION, SUBLESSEE will provide services as outlined in attached Exhibit “C”, valued at approximately \$30,000 per year. Exhibit “C” represents the quantity of services and training that SUBLESSEE is offering to provide during a 12-month period, to commence on the Payment Commencement Date and recur annually. Services or training not requested to be provided during said 12-month period shall accrue for a period of 36 months; services or training not requested during that 36-month accrual period shall be deemed waived, and SUBLESSEE shall have no obligation to provide the unrequested services or training or to make any additional payments for the value of the services or training not requested. All requests for services and training shall be made in writing, including emails, by the DIVISION directed to SUBLESSEE’s CEO or other person designated by the CEO. All services and training shall be provided by SUBLESSOR at the Leased Property or another mutually agreed location.

C. **AMENDMENT OF CONSIDERATION**. The parties acknowledge that, due to the extended term of this sublease, the value of the leased property and the above-described services and trainings may be subject to change. As necessary, the parties agree to negotiate in good faith any reasonable adjustments to the above-described cash and in-kind considerations based on market conditions and costs of said services. Requests for adjustments shall not be unreasonably denied. All agreed upon adjustments shall be reflected in a written amendment to this sublease.

8. **QUIET ENJOYMENT AND RIGHT OF USE**: SUBLESSEE shall have the right of ingress and egress to, from and upon the subleased premises for all purposes necessary to the full quiet enjoyment by said SUBLESSEE of the rights conveyed herein, subject, however, to any pre-existing easements, rights-of-way and other third party interests which were in existence at the time that the subleased premises were conveyed to SUBLESSOR and which, pursuant to the terms of the operative instruments, remain in full force and effect.

9. **ASSIGNMENT**: This sublease shall not be assigned in whole or in part without the prior written consent of SUBLESSOR and the TRUSTEES. Any assignment made either in whole or in part without the prior written consent of

SUBLESSOR and the TRUSTEES shall be void and without legal effect.

10. **RIGHT OF INSPECTION:** The TRUSTEES and SUBLESSOR or their duly authorized agents, representatives or employees shall have the right at any and all times to inspect the subleased premises and the works and operations of SUBLESSEE in any matter pertaining to this sublease.

11. **PLACEMENT AND REMOVAL OF IMPROVEMENTS:** All buildings, structures, improvements, and signs shall be constructed at the expense of SUBLESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of SUBLESSOR as to purpose, location and design. Further, no trees, other than non-native species, shall be removed or major land alterations done by SUBLESSEE without the prior written approval of SUBLESSOR. Removable equipment and removable improvements placed on the subleased premises by SUBLESSEE and which do not become a permanent part of the subleased premises will remain the property of SUBLESSEE may be removed by SUBLESSEE upon termination of this sublease.

12. **INSURANCE REQUIREMENTS:** During the term of this sublease SUBLESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the subleased premises. The liability insurance coverage shall be in amounts not less than \$200,000 per person and \$300,000 per incident or occurrence for personal injury, death, and property damage on the subleased premises. During the term of this sublease, if Section 768.28, Florida Statutes, or its successor statute is subsequently amended to increase the amount of the liability coverages specified herein, SUBLESSEE shall immediately obtain liability coverage for the increased amounts. Such policies of insurance shall name SUBLESSOR and the State of Florida as additional insureds. SUBLESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this sublease and shall submit annually thereafter, written evidence of maintaining such insurance policies to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. SUBLESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. Any certificate of self-insurance shall be issued or approved by the Chief Financial Officer, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. SUBLESSEE shall immediately notify SUBLESSOR and the insurer of any erection or removal of any building or other improvement on the subleased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. SUBLESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this sublease.

13. **INDEMNITY**: In consideration of the privileges herein granted, SUBLESSEE hereby covenants and agrees to investigate all claims of every nature at its own expense, and to indemnify, protect, defend, save and hold harmless the State of Florida, TRUSTEES, and SUBLESSOR from any and all claims, costs, expense, including attorney's fees, actions, lawsuits and demands of any kind or nature arising out of this sublease. SUBLESSEE shall contact SUBLESSOR and TRUSTEES regarding the legal action deemed appropriate to remedy such damage or claims. SUBLESSOR and TRUSTEES shall have the absolute right to choose its own legal counsel in connection with all matters indemnified for and defended against herein at SUBLESSEE'S expense.

14. **PAYMENT OF TAXES AND ASSESSMENTS**: SUBLESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the subleased premises or to the improvements thereon, including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the subleased premises.

15. **NO WAIVER OF BREACH**: The failure of SUBLESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this sublease shall not be construed as a waiver of such covenants, terms and conditions, but the same shall continue in full force and effect, and no waiver of SUBLESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by SUBLESSOR.

16. **TIME**: Time is expressly declared to be of the essence of this sublease.

17. **BINDING EFFECT AND INUREMENT**: This sublease shall be binding on and shall inure to the benefit of the successors, governmental and corporate sublessees and assigns of the parties hereto, but nothing contained in this paragraph shall be construed as a consent by the TRUSTEES and SUBLESSOR to any assignment of this sublease or any interest therein by SUBLESSEE.

18. **NON-DISCRIMINATION**: SUBLESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the subleased premises or upon lands adjacent to and used as an adjunct of the subleased premises.

19. **UTILITY FEES**: SUBLESSOR shall not be required to furnish to SUBLESSEE any services of any kind whatsoever during the term of this sublease. SUBLESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the subleased premises and for having all utilities turned off when the subleased premises are surrendered.

20. **MINERAL RIGHTS**: This sublease does not cover petroleum or petroleum products or minerals and does not give he right to SUBLESSEE to drill for or develop the same. However, SUBLESSEE shall be fully compensated for any and all

damages that might result to the subleasehold interest of SUBLESSEE by reason of any such exploration and recovery operations.

21. **RIGHT OF AUDIT:** SUBLESSEE shall make available to the TRUSTEES and SUBLESSOR all financial and other records relating to this sublease, and the TRUSTEES and SUBLESSOR shall have the right to audit such records at any reasonable time. This right shall be continuous until this sublease expires or is terminated. This sublease may be terminated by SUBLESSOR should SUBLESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this sublease, pursuant to the provisions of Chapter 119, Florida Statutes.

22. **CONDITION OF PROPERTY:** SUBLESSOR assumes no liability or obligation to SUBLESSEE with reference to the condition of the subleased premises or the suitability of the subleased premises for any improvements. The subleased premises herein are subleased by SUBLESSOR to SUBLESSEE in an "as is" condition, with SUBLESSOR assuming no responsibility for bidding, contracting, permitting, construction, and the care, repair, maintenance or improvement of the subleased premises for the benefit of SUBLESSEE.

23. **NOTICES:** All notices and payments given under this sublease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. SUBLESSOR and SUBLESSEE hereby designate their address as follows:

SUBLESSOR: State of Florida Department of Education  
Division of Blind Services  
325 West Gain Street – Room 924D  
Tallahassee, Florida 32399

SUBLESSEE: SMA Healthcare, Inc.  
150 Magnolia Avenue  
Daytona Beach, Florida 32114

With a mandatory copy to:

Board of Trustees of the Internal Improvement  
Trust Fund  
c/o State of Florida Department of Environmental  
Protection  
Division of State Lands  
Bureau of Public Land Administration  
3800 Commonwealth Boulevard, M.S. 130  
Tallahassee, Florida 32399-3000

24. **DAMAGES TO THE PREMISES:** (a) SUBLESSEE shall not do, or suffer to be done, in, on or upon the subleased premises or as affecting said subleased premises or adjacent properties, any act which may result in damage or depreciation of

value to the subleased premises or adjacent properties, or any part thereof. (b) SUBLESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the subleased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this sublease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of SUBLESSEE'S failure to comply with this paragraph, SUBLESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the subleased premises, and (2) all off-site ground and surface waters and lands affected by SUBLESSEE'S such failure to comply, as may be necessary to bring the subleased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders, and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. SUBLESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this sublease. This paragraph shall not be construed as a limitation upon SUBLESSEE'S obligations regarding indemnification and payment of costs and fees as set forth in paragraphs 13 and 14 of this sublease, nor upon any other obligations or responsibilities of SUBLESSEE as set forth herein. Nothing herein shall relieve SUBLESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by SUBLESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release or discharge of any contaminant, SUBLESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to SUBLESSOR, all within the reporting periods of the applicable agencies.

25. **LAND USE PLAN:** SUBLESSEE shall prepare and submit a Land Use Plan for the leased premises, in accordance with Section 253.034, Florida Statutes. The Land Use Plan shall be submitted to SUBLESSOR for approval through the Division of State Lands, State of Florida Department of Environmental Protection. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of SUBLESSOR until the Land Use Plan is approved. SUBLESSEE shall provide SUBLESSOR with an

opportunity to participate in all phases of preparing and developing the Land Use Plan for the leased premises. The Land Use Plan shall be submitted to SUBLESSOR in draft form for review and comments within ten months of the effective date of this lease. SUBLESSEE shall give SUBLESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. SUBLESSEE shall not proceed with development of said leased premises including, but not limited to, funding, permit application, design or building contracts, until the Land Use Plan required herein has been submitted and approved. Any financial commitments made by SUBLESSEE which are not in compliance with the terms of this lease shall be done at SUBLESSEE'S own risk. The Land Use Plan shall emphasize the original management concept as approved by SUBLESSOR on the effective date of this lease which established the primary public purpose for which the leased premises are to be managed. The approved Land Use Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by SUBLESSEE and SUBLESSOR. SUBLESSEE shall not use or alter the leased premises except as provided for in the approved Land Use Plan without the prior written approval of SUBLESSOR. The Land Use Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Land Use Plan. In accordance with Section 253.034, Florida Statutes, the SUBLESSEE shall submit a Land Use Plan update at the end of the fifth year from the execution date of this lease to establish all short-term goals developed under the Land Use Plan have been met in accordance with Section 253.034 (5) (i), Florida Statutes. The SUBLESSEE shall submit an updated Land Use Plan at least every ten (10 ) years from the execution date of the lease.

26. **SURRENDER OF PREMISES:** Upon termination or expiration of this sublease, SUBLESSEE shall surrender the subleased premises to SUBLESSOR. In the event no further use of the subleased premises or any part thereof is needed, SUBLESSEE shall give written notification to SUBLESSOR and the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 at least six months prior to the release of any or all of the subleased premises. Notification shall include a legal description, this sublease number and an explanation of the release. The release shall only be valid if approved by SUBLESSOR and the TRUSTEES through the execution of a release of sublease instrument with the same formality as this sublease. Upon release of all or any part of the subleased premises or upon termination or expiration of this sublease, all improvements, including both physical structures and modifications to the subleased premises, shall become the property of SUBLESSOR and the TRUSTEES unless SUBLESSOR gives written notice to SUBLESSEE to remove any or all such improvements at the expense of SUBLESSEE. The decision to retain any improvements upon termination of this sublease shall be at SUBLESSOR'S sole discretion. Prior to surrender of all or any part of the subleased premises SUBLESSOR shall perform an on-site inspection and the keys to any building on the subleased premises shall be turned over to SUBLESSOR. If

the improvements do not meet all conditions as set forth in paragraphs 19 and 37 herein, SUBLESSEE shall pay all costs necessary to meet the prescribed conditions.

27. **BREACH OF COVENANTS TERMS, OR CONDITIONS AND DEFAULT AND FORFEITURE:** Should SUBLESSEE, at any time during the term of this sublease, suffer or permit to be filed against it an involuntary, or voluntary, petition in bankruptcy or institute a composition or an arrangement proceeding under Chapters 10 or 11 of the Bankruptcy Reform Act of 1978, as amended; or make any assignments for the benefit of its creditors; or should a receiver or trustee be appointed for SUBLESSEE'S property because of SUBLESSEE'S insolvency, and the said appointment not vacated within thirty days thereafter; or should SUBLESSEE'S sublease interest be levied on and the lien thereof not discharged within thirty days after said levy has been made; or should SUBLESSEE fail promptly to make the necessary returns and reports required of it by state and federal law; should SUBLESSEE fail promptly to comply with all governmental regulations, both state and federal; should SUBLESSEE fail to comply with any of the terms and conditions of this sublease and such failure continues for thirty (30) days after SUBLESSEE'S receipt of written notice of the failure from SUBLESSOR (not including the provisions in Paragraph 7); then, in such event, and upon the happening of either or any of said events, SUBLESSOR shall have the right, at its discretion, to consider the same a default on the part of SUBLESSEE of the terms and provisions hereof, and, in the event of such default, SUBLESSOR shall have the option of either declaring this sublease terminated, and the interest of SUBLESSEE forfeited, or maintaining this sublease in full force and effect and exercising all rights and remedies herein conferred upon SUBLESSOR. The pendency of bankruptcy proceedings or arrangement proceedings to which SUBLESSEE shall be a party shall not preclude SUBLESSOR from exercising either option herein conferred upon SUBLESSOR. In the event SUBLESSEE, or the trustee or receiver of SUBLESSEE'S property, shall seek an injunction against SUBLESSOR'S exercise of either option herein conferred, such action on the part of SUBLESSEE, its trustee or receiver, shall automatically terminate this sublease as of the date of the making of such application, and in the event the court shall enjoin SUBLESSOR from exercising either option herein conferred, such injunction shall automatically terminate this sublease.

28. **BEST MANAGEMENT PRACTICES:** SUBLESSEE shall implement applicable Best Management Practices for all activities conducted under this sublease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by SUBLESSOR, SUBLESSEE or other land managing agencies for the protection and enhancement of the subleased premises.

29. **SOVEREIGNTY SUBMERGED LANDS:** This sublease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

30. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES:** Fee title to the subleased premises is held by

the TRUSTEES. SUBLESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the subleased premises including, but not limited to, mortgages or construction liens against the subleased premises or against any interest of the TRUSTEES and SUBLESSOR therein.

31. **CONDITIONS AND COVENANTS**: All of the provisions of this sublease shall be deemed covenants running with the land included in the subleased premises, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

32. **PARTIAL INVALIDITY**: If any term, covenant, condition or provision of this sublease shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

33. **ENTIRE UNDERSTANDING**: This sublease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of the TRUSTEES and SUBLESSOR.

34. **CONVICTION OF FELONY**: If SUBLESSEE or any principal thereof is convicted of a felony during the term of this sublease, such conviction shall constitute, at the option of the TRUSTEES and SUBLESSOR, grounds for termination of this sublease.

35. **EASEMENTS**: All easements of any nature including, but not limited to, utility easements are required to be granted by TRUSTEES. SUBLESSEE is not authorized to grant any easements of any nature and any easement granted by SUBLESSEE shall be void and without legal effect.

36. **SUBSUBLEASES**: This sublease is for the purposes specified herein and subsubleases of any nature are prohibited, without the prior written approval of TRUSTEES and SUBLESSOR. Any subsublease not approved in writing by TRUSTEES and SUBLESSOR shall be void and without legal effect.

37. **MAINTENANCE OF IMPROVEMENTS**: SUBLESSEE shall maintain the real property contained within the subleased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, maintaining the planned improvements as set forth in the approved Operational Report, keeping the subleased premises free of trash or litter, meeting all building and safety codes in the location situated and maintaining any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this sublease.

38. **COMPLIANCE WITH LAWS**: SUBLESSEE agrees that this sublease is contingent upon and subject to SUBLESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either. The SUBLESSEE shall have the right to apply for all permits and approvals to use the subleased premises for all permissible use of property allowed by the City of Daytona Beach Comprehensive Plan and adopted Land Development Code (or equivalent ordinance) in effect at the time a use is

commenced or construction is permitted.

39. **ARCHAEOLOGICAL AND HISTORIC SITES:** Execution of this sublease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources. The Operational Report prepared pursuant to paragraph 18-2.018(3)(a), Florida Administrative Code, may be reviewed by the State of Florida Department of State, Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the subleased premises.

40. **GOVERNING LAW:** This sublease shall be governed by and interpreted according to the laws of the State of Florida.

41. **SECTION CAPTIONS:** Articles, subsections and other captions contained in this sublease are for reference purposes and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this sublease or any provisions thereof.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties have caused this Sublease to be executed on the day and year first above written.

WITNESSES:

**STATE OF FLORIDA DEPARTMENT OF EDUCATION**

(SEAL)

\_\_\_\_\_  
Original Signature

\_\_\_\_\_  
Print/Type Name of Witness

BY: \_\_\_\_\_  
Richard Corcoran, Commissioner

\_\_\_\_\_  
Original Signature

\_\_\_\_\_  
Print/Type Name of Witness

“SUBLESSOR”

**STATE OF FLORIDA  
COUNTY OF LEON**

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Richard Corcoran, as Commissioner, for and on behalf of the State of Florida Department of Education. He is personally known to me or who has produced \_\_\_\_\_, as identification.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed, Typed or Stamped Name

My Commission Expires: \_\_\_\_\_

Commission/Serial No. \_\_\_\_\_

WITNESSES:

**SMA Healthcare, Inc., a Florida not-for-profit corporation**

(SEAL)

\_\_\_\_\_  
Original Signature

BY: \_\_\_\_\_  
Ted Serbousek, Chairman

\_\_\_\_\_  
Print/Type Name of Witness

\_\_\_\_\_  
Original Signature

\_\_\_\_\_  
Print/Type Name of Witness

“SUBLESSEE”

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Ted Serbousek, as Chariman, for and on behalf of the SMA Healthcare, Inc., a Florida not-for-profit corporation. He is personally known to me or who has produced \_\_\_\_\_, as identification.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Printed, Typed or Stamped Name

My Commission Expires: \_\_\_\_\_

Commission/Serial No. \_\_\_\_\_

Consented to by the TRUSTEES on \_\_\_\_\_ day of \_\_\_\_\_, 20

**BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE STATE  
OF FLORIDA**

BY: \_\_\_\_\_  
Brad Richardson, Chief, Bureau of Public Land  
Administration, Division of State Lands, State of  
Florida Department of Environmental Protection,  
as agent for and on behalf of the Board of Trustees  
of the Internal Improvement Trust Fund of the State  
of Florida

# EXHIBIT "A"

## EXHIBIT "A"

A portion of Block "U", Hodgmans Daytona, as recorded in Map Book 2, Page 82 of the Public Records of Volusia County, Florida, described as follows:

Beginning at an intersection of the North line of Willis Avenue with the Easterly line of Heineman Street, (both 50.00 foot right-of-ways); thence Easterly along the Northerly line of said Willis Avenue a distance of 450.00 feet; thence Northerly and along the Westerly line of Stadium Road, (a 50.00 foot right-of-way) a distance of 324.28 feet; thence Westerly and parallel to said Willis Avenue a distance of 225.00 feet; thence Northerly and parallel to said Heineman Street a distance of 100.00 feet; thence Westerly and parallel to said Willis Avenue a distance of 70.00 feet; thence Southerly and parallel to said Heineman Avenue a distance of 100.00 feet; thence Westerly and parallel to said Willis Avenue a distance of 155.00 feet to a point on the Easterly line of said Heineman Street; thence Southerly along the Easterly line of said Heineman Street a distance of 324.28 feet to the place of beginning. Area of property is 3.51 (+/-) acres.

**BSM**

By: S. Kellogg

Date: 6.19.2019

EXHIBIT "B"

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

LEASE AGREEMENT

(1) 3150

No. 3150

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida holds title to certain lands and property being utilized by the State of Florida for public purposes, and

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida is authorized in Section 253.03, Florida Statutes, to enter into leases for the use, benefit and possession of public lands by State agencies which may properly use and possess them for the benefit of the State;

NOW, THEREFORE, this agreement made between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND of the State of Florida, as LESSOR, and DEPARTMENT OF EDUCATION, as LESSEE,

WITNESSETH:

The parties, for and in consideration of mutual covenants and agreements hereinafter contained, hereby covenant and agree as follows:

1. The lessor does hereby lease to the lessee the following described premises in the County of Hillsborough, Volusia and State of Florida, together with the improvements thereon (if applicable), viz:

(Exhibit A - attached)

TO HAVE AND TO HOLD the above described land for a period of Ninety-nine (99) years for a blind services program.

2. The lessee shall have the right to enter upon said land for all purposes necessary to the full enjoyment by said lessee of the rights herein conveyed to it.

3. The lessee shall through its agents and employees prevent the unauthorized use of said land or any use thereof not in conformity with this lease.

4. This lease shall terminate at the sole option of the lessor, and the lessee shall surrender up the premises to the lessor, when and if said premises, including lands and improvements, shall cease to be used for a blind services program.

Any costs arising out of the enforcement of the terms of this lease agreement shall be the exclusive obligation of the lessee, payable upon demand of the lessor.

5. The lessee hereby covenants and agrees to investigate all claims of every nature at its own expense and to indemnify, protect, defend, hold and save harmless the lessor from any and all claims, actions, lawsuits and demands of any kind or nature arising out of this agreement to the extent allowable by law.

6. The lessor does not warrant or guarantee title, right or interest in the hereinabove described property.

7. The lessor or its duly authorized agents shall have the right at any time to inspect the said land and the works and operations thereon of the lessee in any matter pertaining to this agreement.

8. The lessee agrees to assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

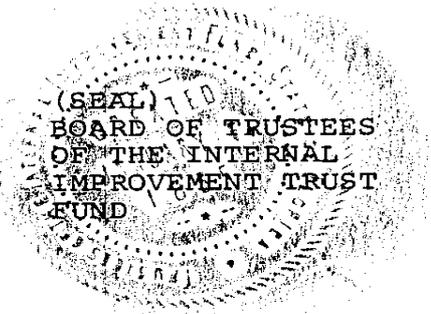
9. The lessee is hereby authorized to grant utility easements which will be necessary to service authorized facilities located within the leased premises. Copies of any such easements granted shall be filed timely with the lessor.

10. This agreement is for the purposes specified herein, and subleases of any nature, excepting utility easements incident to authorized facilities, (Provision 9), are prohibited, unless previously authorized by the lessor.

11. Upon cessation of occupation of said property, the lessee agrees to leave all fixed improvements for the use of the lessor and to put no claim upon said fixed improvements; or, at the option of the lessor, the lessee agrees to remove any or all improvements on the property at the lessee's expense.

12. Execution of this agreement in no way affects the lessee's obligations pursuant to Chapter 267, Florida Statutes.

IN TESTIMONY WHEREOF, the legally designated agent of the Board of Trustees of the Internal Improvement Trust Fund has hereunto subscribed his name and has caused the official seal of the Board of Trustees of the Internal Improvement Trust Fund to be hereunto affixed, in the City of Tallahassee, Florida, on this the 18<sup>th</sup> day of February, A. D. 19 80



BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

By *Elton J. Jenkins*  
Executive Director, Department of Natural Resources,  
Agent for the Board of Trustees of the Internal Improvement Trust Fund authorized to execute this instrument for and on its behalf pursuant to Section 253.431, Florida Statutes, and resolution recorded in its minutes of November 4, 1975.

STATE OF FLORIDA DEPARTMENT OF EDUCATION

By *Ralph D. Tompkins*

Date 2-4-80

APPROVED AS TO FORM, BUT LEGALITY  
SUBJECT TO REVIEW OF ALL PARTIES  
OFFICE OF THE GENERAL COUNSEL  
FLORIDA BOARD OF EDUCATION  
BY: *Robert S. [Signature]*

EXHIBIT A

All those certain tracts or parcels of land located in the City of Daytona Beach, County of Volusia, State of Florida, containing 46 acres, more or less, being a part of the Welch Convalescent Hospital, more particularly described as follows:

Parcel 1:

Beginning at a point on the west line of Lakeshore Drive, said point being located North 26 degrees 14 minutes West 800 feet and North 63 degrees 48 minutes East 1878.0 feet from the Southwest corner of Section 38, Township 15 South, Range 32 East; thence from said point of beginning North 63 degrees 48 minutes East 737.35 feet to a point on the east line of Highland Avenue; thence North 19 degrees 15 minutes 37 seconds East 744.90 feet; thence South 63 degrees 21 minutes 03 seconds West 841.95 feet, more or less; thence North 26 degrees 11 minutes 37 seconds West 1810.80 feet to the north line of Lot 4, Block 4, George E. Coleman Subdivision, according to a plat recorded in Map Book 1, Page 155, of the Public Records of Volusia County, Florida; thence with said north line Easterly 2774.04 feet, more or less, to a point on the west line of White Street which is the point of beginning of the herein described parcel of land; thence Southerly with west line of White Street, 1052.75 feet to the northerly line of cemetery property; thence with the north line of cemetery property Westerly 590.0 feet to a point at corner of the cemetery property; thence westerly to the East side of D Street as laid out 50 feet wide; thence northerly with the East side of said D Street 335 feet, more or less, to the intersection of the East side of said D Street with the North side of Fourth Avenue as laid out 50 feet wide; thence westerly with the North side of said Fourth Avenue 1250 feet, more or less, to the East side of A Street as laid out 50 feet wide; then with the East side of said A Street and the extension thereof northerly 750 feet to a point in the North outside boundary line of Welch Convalescent Hospital in the North line of Lot 4, Block 4, George E. Coleman Subdivision above mentioned; thence with said line Easterly 1900 feet, more or less, to the point of beginning of the herein described parcel.

Save and except from the foregoing described parcel No. 1 all the land constituting streets known as B Street, C Street, and D Street and Fourth Avenue, each of same being as laid out 50 feet wide.

Save and except also from the foregoing described lands that certain parcel or tract of land described in the Quitclaim Deed from the United States of America, acting by and through the War Assets Administrator to the City of Daytona Beach, dated May 28, 1948, and recorded in the office of the Clerk of the Circuit Court, Volusia County, Florida, in Deed Book 386, beginning at page 390, as parcel No. 2, more particularly described as follows:

T 15 S  
R 32 E  
S 38

EXHIBIT A

Beginning at the intersection of the East line of B Street, a 50 foot street as now laid out and the North line of said Fourth Avenue thence Northerly along the East line of said B Street 275 feet to a point; thence Easterly with a line parallel to said Fourth Avenue a distance of 245 feet to a point; thence Southerly with a line parallel to said B Street 275 feet distance to a point in the North line of said Fourth Avenue; thence Westerly along the North line of said Fourth Avenue a distance of 245 feet, more or less, to the point of beginning.

Parcel 2:

7155  
R 320  
S 38

Beginning at a point on the east line of White Street at the North line of Lot 4, Block 4, of George E. Coleman Subdivision, according to a plat recorded in Map Book 1, Page 155, of the Public Records of Volusia County, Florida; thence with north line of said Lot 4, Easterly 519.7 feet, thence leaving north line Southerly 233.55 feet to a point on the north line of Cypress Street; thence Easterly 40.0 feet; thence crossing Cypress Street, Southerly 50.0 feet; thence Westerly 40 feet to the intersection of the south line of Cypress Street and the West line of Leona Avenue; thence with the west line of Leona Avenue, Southerly 581.2 feet to the north line of Sheridan Road; thence crossing Leona Avenue Easterly 40.0 feet; thence crossing Sheridan Road Southerly 45.0 feet to a point on the south line of Sheridan Road; thence along said south line Westerly 6.7 feet to the East line of Seneca Street; thence with the east line of Seneca Street Southerly 450.0 feet, more or less, to the north line of Third Avenue; thence with the North line of Third Avenue as laid out 50 feet wide, Westerly 553.0 feet, more or less, to the East line of White Street; thence with east line of White Street, northerly 1360.11 feet, more or less, to the point of beginning.

Save and except the lands constituting Fourth Avenue and F Street each as laid out 50 feet wide.

AND, ALSO:

T 295  
R 180  
S 22

All of the interest in the real property in Hillsborough County, Florida, described as: Lots 8 to 12 inclusive in a resubdivision of Block "A" of Urania Subdivision, with the exception of the north 20 feet of Lot 12, according to map or plat thereof as recorded in Plat Book 11, page 57 of the Public Records of Hillsborough County, Florida, containing 0.78-acre, more or less.

AMENDMENT TO  
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
LEASE NUMBER 3150

(2) 3150

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THIS LEASE AMENDMENT is entered into this 23rd day of October, 1986, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND of the State of Florida (hereinafter referred to as the BOARD) and the STATE OF FLORIDA DEPARTMENT OF EDUCATION (hereinafter referred to as the LESSEE);

WHEREAS, the BOARD, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

W I T N E S S E T H

WHEREAS, on February 18, 1980, the BOARD and the LESSEE entered into Lease No. 3150;

WHEREAS, the BOARD and LESSEE desire to amend Lease No. 3150;

NOW, THEREFORE, the BOARD and LESSEE hereby agree as follows:

1. Paragraph 1 of Lease No. 3150 is hereby amended as follows:

1. The lessor does hereby lease to the lessee the following described premises in the Counties of Volusia and Hillsborough, State of Florida, together with the improvements thereon, viz:

(Exhibit A - attached)

TO HAVE AND TO HOLD the above described land for a period of Ninety-nine years for a blind services program and for other health and social service programs.

2. Paragraph 4 of Lease No. 3150 is hereby amended as follows:

4. This lease shall terminate at the sole option of the lessor, and the lessee shall surrender up the premises to the lessor, when and if said premises, including lands and improvements, shall cease to be used for a blind services program or for other health and social service programs.

LEASE NO. 3150

It is understood and agreed by the BOARD and the LESSEE that in each and every respect the remaining terms of the original Lease No. 3150 shall remain unchanged; and the same is hereby ratified, approved and confirmed by the BOARD and the LESSEE.

IN TESTIMONY WHEREOF, the lawfully designated agents of the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND and the FLORIDA DEPARTMENT OF EDUCATION have hereunto subscribed their names and have caused their official seals to be hereunto affixed, in the City of Tallahassee, Florida, on the day and year first written above.

(SEAL)  
BOARD OF TRUSTEES  
OF THE INTERNAL  
IMPROVEMENT TRUST  
FUND OF THE STATE  
OF FLORIDA

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE  
STATE OF FLORIDA

By: *James M. Kala*  
DIRECTOR, DIVISION OF STATE  
LANDS, AGENT FOR THE BOARD OF  
TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF  
THE STATE OF FLORIDA

Approved as to  
Form and Legality:

By: *Daryl L. Heiser*  
DNR Attorney

(SEAL)  
FLORIDA DEPARTMENT  
OF EDUCATION

STATE OF FLORIDA DEPARTMENT OF  
EDUCATION

*Sharon T. Lewis*  
Witness

By: *Ralph D. Turlington*  
Name: Ralph D. Turlington  
Title: Commissioner of Education

*Nancy R Andrews*  
Witness

APPROVED AS TO FORM, BUT LEGALITY  
SUBJECT TO EXECUTION BY ALL PARTIES  
OFFICE OF THE GENERAL COUNSEL  
FLORIDA BOARD OF EDUCATION

By: *Gene J. Seller*  
OCT 3 1986  
**APPROVED**  
*James J. ...*  
OCT 3 1986

Deputy Commissioner  
for Administration

EXHIBIT A

All those certain tracts or parcels of land located in the City of Daytona Beach, County of Volusia, State of Florida, containing 46 acres, more or less, being a part of the Welch Convalescent Hospital, more particularly described as follows:

Parcel 1:

Beginning at a point on the west line of Lakeshore Drive, said point being located North 26 degrees 14 minutes West 800 feet and North 63 degrees 48 minutes East 1878.0 feet from the Southwest corner of Section 38, Township 15 South, Range 32 East; thence from said point of beginning North 63 degrees 48 minutes East 737.35 feet to a point on the east line of Highland Avenue; thence North 19 degrees 15 minutes 37 seconds East 744.90 feet; thence South 63 degrees 21 minutes 03 seconds West 841.95 feet, more or less; thence North 26 degrees 11 minutes 37 seconds West 1810.80 feet to the north line of Lot 4, Block 4, George E. Coleman Subdivision, according to a plat recorded in Map Book 1, Page 155, of the Public Records of Volusia County, Florida; thence with said north line Easterly 2774.04 feet, more or less, to a point on the west line of White Street which is the point of beginning of the herein described parcel of land; thence Southerly with west line of White Street, 1052.75 feet to the northerly line of cemetery property; thence with the north line of cemetery property Westerly 590.0 feet to a point at corner of the cemetery property; thence westerly to the East side of D Street as laid out 50 feet wide; thence northerly with the East side of said D Street 335 feet, more or less, to the intersection of the East side of said D Street with the North side of Fourth Avenue as laid out 50 feet wide; thence westerly with the North side of said Fourth Avenue 1250 feet, more or less, to the East side of A Street as laid out 50 feet wide; then with the East side of said A Street and the extension thereof northerly 750 feet to a point in the North outside boundary line of Welch Convalescent Hospital in the North line of Lot 4, Block 4, George E. Coleman Subdivision above mentioned; thence with said line Easterly 1900 feet, more or less, to the point of beginning of the herein described parcel.

Save and except from the foregoing described parcel No. 1 all the land constituting streets known as B Street, C Street, and D Street and Fourth Avenue, each of same being as laid out 50 feet wide.

Save and except also from the foregoing described lands that certain parcel or tract of land described in the Quitclaim Deed from the United States of America, acting by and through the War Assets Administrator to the City of Daytona Beach, dated May 28, 1948, and recorded in the office of the Clerk of the Circuit Court, Volusia County, Florida, in Deed Book 386, beginning at page 390, as parcel No. 2, more particularly described as follows:

T 15 S  
R 32 E  
S 38

EXHIBIT A

Beginning at the intersection of the East line of B Street, a 50 foot street as now laid out and the North line of said Fourth Avenue thence Northerly along the East line of said B Street 275 feet to a point; thence Easterly with a line parallel to said Fourth Avenue a distance of 245 feet to a point; thence Southerly with a line parallel to said B Street 275 feet distance to a point in the North line of said Fourth Avenue; thence Westerly along the North line of said Fourth Avenue a distance of 245 feet, more or less, to the point of beginning.

Parcel 2:

Beginning at a point on the east line of White Street at the North line of Lot 4, Block 4, of George E. Coleman Subdivision, according to a plat recorded in Map Book 1, Page 155, of the Public Records of Volusia County, Florida; thence with north line of said Lot 4, Easterly 519.7 feet, thence leaving north line Southerly 233.55 feet to a point on the north line of Cypress Street; thence Easterly 40.0 feet; thence crossing Cypress Street, Southerly 50.0 feet; thence Westerly 40 feet to the intersection of the south line of Cypress Street and the West line of Leona Avenue; thence with the west line of Leona Avenue, Southerly 581.2 feet to the north line of Sheridan Road; thence crossing Leona Avenue Easterly 40.0 feet; thence crossing Sheridan Road Southerly 45.0 feet to a point on the south line of Sheridan Road; thence along said south line Westerly 6.7 feet to the East line of Seneca Street; thence with the east line of Seneca Street Southerly 450.0 feet, more or less, to the north line of Third Avenue; thence with the North line of Third Avenue as laid out 50 feet wide, Westerly 553.0 feet, more or less, to the East line of White Street; thence with east line of White Street, northerly 1360.11 feet, more or less, to the point of beginning.  
Save and except the lands constituting Fourth Avenue and F Street each as laid out 50 feet wide.

AND, ALSO:

All of the interest in the real property in Hillsborough County, Florida, described as: Lots 8 to 12 inclusive in a resubdivision of Block "A" of Urania Subdivision, with the exception of the north 20 feet of Lot 12, according to map or plat thereof as recorded in Plat Book 11, page 57 of the Public Records of Hillsborough County, Florida, containing 0.78-acre, more or less.

T 155  
R 32E  
S 38

T 295  
R 18E  
S 22

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT  
TRUST FUND OF THE STATE OF FLORIDA

---

AMENDMENT NUMBER TWO TO LEASE NUMBER 3150

THIS LEASE AMENDMENT is entered into this 17<sup>th</sup> day of November, 2011, by and between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, hereinafter referred to as "LESSOR" and the STATE OF FLORIDA DEPARTMENT OF EDUCATION, hereinafter referred to as "LESSEE";

W I T N E S S E T H

WHEREAS, LESSOR, by virtue of Section 253.03, Florida Statutes, holds title to certain lands and property for the use and benefit of the State of Florida; and

WHEREAS, on February 18, 1980, LESSOR and LESSEE entered into Lease Number 3150; and

WHEREAS, on October 3, 1986, LESSOR and LESSEE amended Lease Number 3150 to read as follows in paragraphs 1 and 4:

1. The LESSOR does hereby lease to the LESSEE the following described premises in the Counties of Volusia and Hillsborough, State of Florida, together with the improvements thereon, viz:

(Exhibit A - attached)

TO HAVE AND TO HOLD the above described land for a period of Ninety-nine years for a blind services program and for health and social service programs.

4. This lease shall terminate at the sole option of the LESSOR, and the LESSEE shall surrender up the premises to the LESSOR, when and if said premises, including land and improvements, shall cease to be used for a blind services program or for other health and social service programs; and

WHEREAS the legislature has enacted Chapter 2011-63, Laws of Florida, which revises Section 413.011(3)(v), Florida Statutes, to read as follows:

(3) DIVISION STRUCTURE AND DUTIES.—The internal organizational structure of the Division of Blind Services shall be designed for the purpose of ensuring the greatest possible efficiency and effectiveness of services to the blind and to be consistent with chapter 20. The Division of Blind Services shall plan, supervise, and carry out the following activities:

\* \* \*

(v) Receive moneys or properties by gift or bequest from any person, firm, corporation, or organization for any of the purposes herein set out, but without authority to bind the state to any expenditure or policy except such as may be specifically authorized by law. All such moneys or properties so received by gift or bequest as herein authorized may be disbursed and expended by the division upon its own warrant for any of the purposes herein set forth, and such moneys or properties shall not constitute or be considered a part of any legislative appropriation made by the state for the purpose of carrying out the provisions of this law. When determined to be in the best interest of the division, the division may lease property received pursuant to this paragraph, and the Department of Education may enter into leases of property and sublease property on behalf of the division. Division and department leases and subleases may be to governmental, public, or nonprofit entities for the provision of blind, education, health, and other social service programs; and

WHEREAS, LESSOR and LESSEE desire to amend the lease to expand the authorized uses of the leased premises in Paragraph 1 of Lease Number 3150 and to modify Paragraph 4 of Lease Number 3150.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Paragraph 1. of Lease Number 3150 is hereby amended to include education programs.

2. Paragraph 4. of Lease Number 3150 is hereby amended, replaced, and superseded in its entirety by the following:

4. This lease shall terminate at the sole option of the LESSOR, and the LESSEE shall surrender up the premises to the LESSOR, when and if said premises, including land and improvements, shall cease to be used for the provision of blind, education, health, and other social service programs.

3. It is understood and agreed by LESSOR and LESSEE that in each and every respect the terms of Lease Number 3150, except as amended, shall remain

unchanged and in full force and effect and the same are hereby ratified,  
approved and confirmed by LESSOR and LESSEE as of the date of this amendment.

4. It is understood and agreed by LESSOR and LESSEE that this Amendment  
Number Two to Lease Number 3150 is hereby binding upon the parties hereto and  
their successors and assigns.

IN WITNESS WHEREOF, the parties have caused this lease amendment to be executed on the day and year first above written.

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

Judy Woodard  
Witness  
Judy Woodard  
Print/Type Witness Name

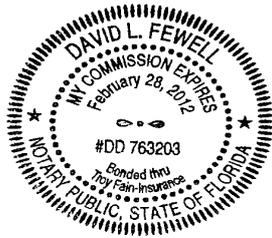
By: Gloria C. Barber (SEAL)  
GLORIA C. BARBER, OPERATIONS AND MANAGEMENT CONSULTANT MANAGER, BUREAU OF PUBLIC LAND ADMINISTRATION, DIVISION OF STATE LANDS, STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Alicia Ruffin  
Witness  
Alicia Ruffin  
Print/Type Witness Name

"LESSOR"

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of NOVEMBER, 2011, by Gloria C. Barber, Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.



David P. Fewell  
Notary Public, State of Florida

Print/Type Notary Name

Commission Number:

Commission Expires:

Approved as to Form and Legality

By: Samuel H. Hahn  
DEP Attorney

STATE OF FLORIDA DEPARTMENT OF  
EDUCATION

By: [Signature] (SEAL)

John Winn  
Print/Type Name

Title: Commissioner

[Signature]  
Witness

Math K Asbury  
Print/Type Witness Name

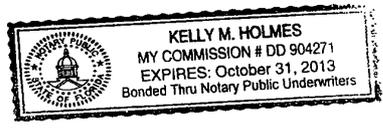
[Signature]  
Witness

Lori Cairns  
Print/Type Witness Name

"LESSEE"

STATE OF FLORIDA  
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 29 day of July, 2011, by John Winn as Commissioner, on behalf of the State of Florida Department of Education. He is personally known to me or has produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public, State of Florida

Kelly M. Holmes  
Print/Type Notary Name

Commission Number:

Commission Expires:

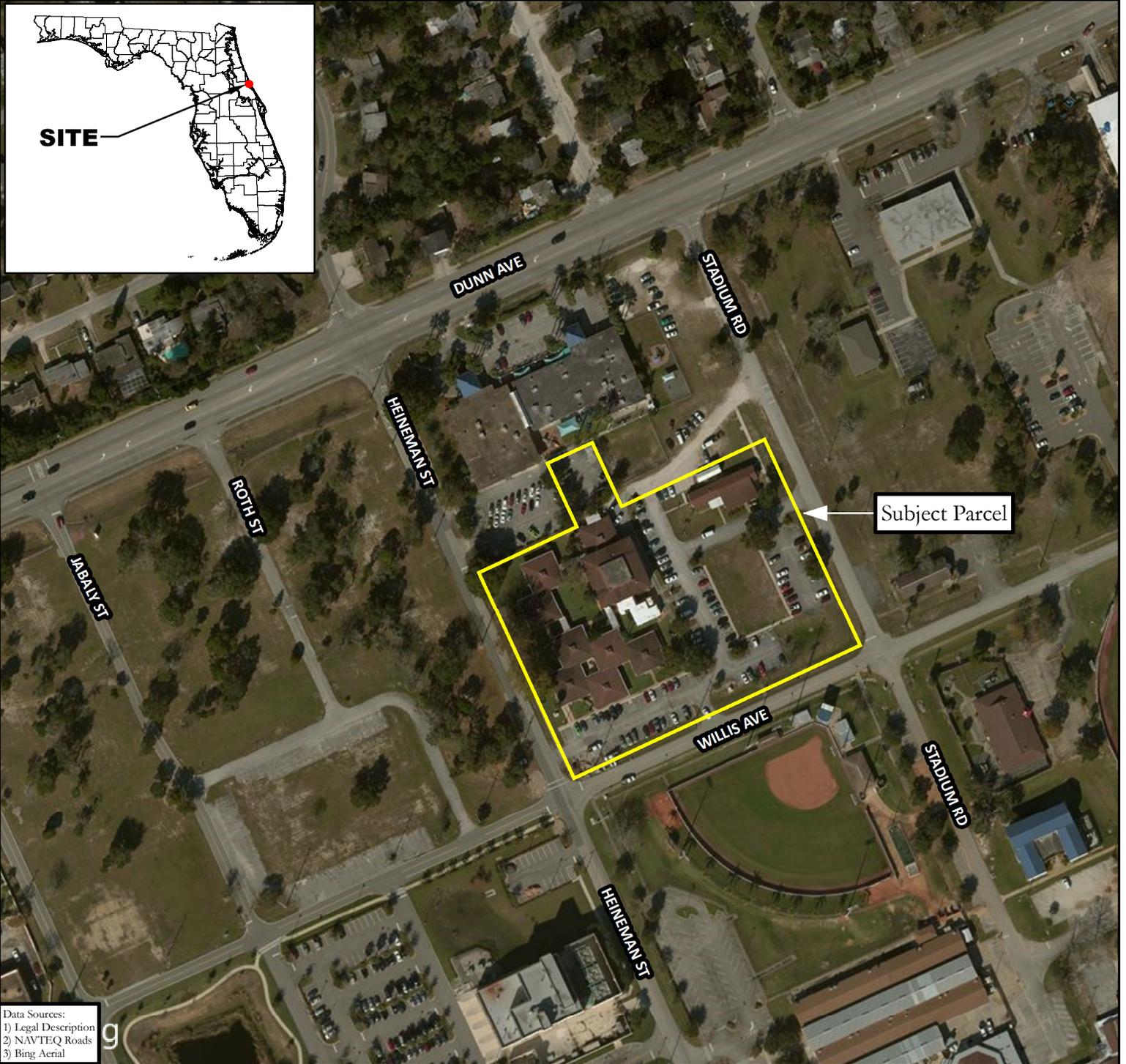
Approved as to form and legality:

By: [Signature]

Charles J. Pellegrini  
Deputy General Counsel  
Department of Education

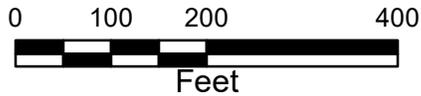
## Exhibit C – Schedule of In-Kind Consideration for Services

Service Offering	\$ Value Per Service Offering	Anticipated Annual Volume	Estimated Annual Amount of In Kind Services
Mental Health First Aid, Crisis intervention training and other customized trainings as needed	\$1,000	3 Trainings	\$3,000.00
Behavioral Health Screenings On-Site	\$91.53	96 Hours	\$8,786.88
Psychiatric Diagnostic Interview	\$150.42	48 Hours	\$7,220.16
Individual Psychotherapy	\$97.19	29 Hours	\$2,818.51
Job Placement / Job Shadowing	\$1,200	6 Placements	\$7,200.00
Serve Safe Training	\$1,000	Training for up to 12 students	\$1,000.00
Projected Annual Amount >>>>			\$30,025.55



Data Sources:  
1) Legal Description  
2) NAVTEQ Roads  
3) Bing Aerial

 Subject Parcel



**Sublease No. 3150-007**

Volusia County, Florida