

Exhibit i

LEASE

This LEASE entered into this _____ day of _____, 20____, by and between **CITY OF RIVIERA BEACH, FLORIDA**, a municipal corporation, hereinafter referred to as "Landlord," whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404, and **Alpha Educational Foundation – DDL, Inc.**, a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Tenant," whose principal office is located at 3618 North Shore Drive, West Palm Beach, FL 33407.

WITNESSETH:

WHEREAS, the City is the owner of certain real property located approximately a quarter mile west of US Highway One, between 13th Street, 11th Street, and east of Park Drive, which includes property immediately to the south of and located on the formerly known as Riviera Beach Elementary School parcel. The property, hereinafter referred to as "Premises" is more particularly described as:

Property ID No. : 56434233060300010

Riviera Parcel Not included on Replat of Riviera in PB24 P41 Bounded on North By South Line of 12th Street, on West by East line of Park Drive, on East by West Line of Avenue F, and on South by North Line of 11th Street.

WHEREAS, the Tenant desires to lease a portion of such Premises, as more fully depicted in Exhibit "A" attached hereto and incorporated herein, for the purpose of locating and maintaining portable units for the operation of a **The Judge Edward Rodgers Community Empowerment Village**. Said Community Empowerment Village shall be a social enterprise consisting of seven key community service and empowerment offerings, designed to provide Riviera Beach Residents with the resources, skills, training and potential employment opportunities they need to help strengthen and build the local community, and whose principal goal will be to provide beneficial programs and services for at-risk, high risk and underserved youths and families residing in and around the Riviera Beach community.

NOW, THEREFORE, in consideration of the covenants herein contained, on the part of the Tenant to be kept and performed, the Landlord does hereby lease the Premises to the Tenant.

To Have and to Hold the same under the following terms and conditions:

1. RENT

Rent shall be the sum of One Hundred and 00/100 Dollars (\$100.00) per month for the term of this Lease. The rent is payable on the 1st day of the month, however, Tenant will have a five (5) day grace period by which to pay rent before any late fees and penalties are applied. For the first month, rent shall be paid upon execution of the agreement. All rent payments shall be due and payable at Landlord's address, attention Finance Department, in advance without demand together with other monthly payments as set forth herein, together with applicable Florida sales tax unless an exemption certificate is provided. Mailing the rent does not constitute payment. It must be received at the designated address to be considered paid. In the event Landlord has not received such rent and other payments due under the terms of this Lease,

Landlord may terminate this lease. In the event Landlord opts, at its sole discretion, to continue under the terms of this Agreement, in addition to any other remedy provided for herein, Tenant shall also pay a late fee equal to 5% of the payment that is past due. If Tenant's check is returned unpaid by the bank, Tenant shall pay Landlord an additional charge of **\$50.00** to cover the expense of process and thereafter, Landlord shall have the right to require all payments to be made in the form of cash, cashier's check, or money order.

(b) All taxes (unless exempt under Tenant's 501(c)(3) status), charges, costs, assessments, insurance and expenses that Tenant assumes or agrees to pay hereunder, together with all interest and late charges that may accrue thereon in the event of the failure of Tenant to pay those items and all other damages, costs, expenses and sums that Landlord may suffer or incur, or that may become due by reason of any default of Tenant or failure by Tenant to comply with the terms and conditions of this Lease, shall be deemed to be additional rent and in the event of non-payment, Landlord shall have all rights and remedies as herein provided for failure to pay rent.

2. LEASE TERM

The Term of this Lease shall commence at midnight of the day previous to the first day of the lease term, which shall be on the 21st day of March, 2018, and ending at midnight on the last day of the lease term, which shall be on the 20th day of March, 2023.

3. USE

(a) Tenant, its successors and assigns, shall use the Premises exclusively for social services, educational enrichment, youth and workforce development, and other community empowerment initiatives (SEE "EXHIBIT A"), hereinafter referred to as "Program".

(b) The Premises may not be used for illegal, immoral or improper purposes.

(c) Tenant's failure to comply with any of the requirements set forth in this Section shall be deemed a material breach of this Lease and grounds for termination of same, however, the Tenant reserves the right to make alterations, changes and modifications to the tactics used for the delivery of the Program services identified in EXHIBIT A, as the Tenant deems necessary, without prior written approval from Landlord, so long as said modifications made are within the spirit and scope of both the Program and this lease agreement.

4. TENANT'S OPERATIONS

Tenant shall employ or retain a suitable and sufficient staff to operate Tenant's Program. All persons employed by Tenant shall be employees of Tenant, and in no event shall the Landlord be deemed to be an employer of any persons working for Tenant. The Tenant agrees that each person employed or associated with the Tenant shall be required to maintain a neat, clean appearance and conduct himself/herself in a professional manner; and, in that regard, the Tenant will cooperate with the Landlord (including giving due

consideration to any complaints registered with the Landlord with respect to such person or persons) to assure that such required appearance and conduct is maintained at all times.

5. PREPARATION OF PREMISES

(a) Prior to or contemporaneous with the approval of this Lease, Tenant shall provide to Landlord, a site plan, or narrative describing proposed improvements which shall include a landscaping and parking plan, and any proposed building renovations or expansions. Said site plan shall be attached hereto as Exhibit "A" (SEC. 6).

(b) Prior to occupancy, Tenant shall obtain any and all licenses and permits necessary for operation of the Program. Further, Tenant shall be responsible for locating, stabilizing and maintaining portable units owned and /or leased by Tenant.

(c) Post occupancy, Tenant shall be responsible for removing the portable units, cleaning and vacating Premises.

6. IMPROVEMENTS

(a) Tenant shall take the Premises in its present "as is" condition. In the event that Tenant desires to make any improvements, prior to making such improvements, Tenant shall submit to Landlord in writing a detailed description of the proposed improvements: Any such proposed improvements shall be subject to final approval by Landlord. Tenant agrees all improvements permanently affixed to any property owned by the Landlord, made by Tenant, shall remain upon the Premises at the expiration or earlier termination of the Lease and shall become the property of the Landlord.

(b) In this agreement, "improvement(s)" means "a permanent addition to or betterment of real property that enhances its capital value and is intended to make the property more valuable as distinguished from "ordinary repairs," which include, but are not limited to, repairs to assets caused by day-to-day and general wear and tear or decay, which are required to maintain the property's functionality and appearance, and are not intended to increase the value of capital assets, but merely preserve said value; such as painting, landscaping, fixing leaks, repairing and replacing flooring replacing broken windows, etc. All alterations not defined herein as an "improvement" will not require pre-approval of the Landlord.

(c) Tenant shall be responsible, at Tenants sole expense for; clearing the necessary portions of the Property. Tenant may at its expense prior to occupancy conduct a "phase I" environmental investigation of the property and if the results are unsatisfactory, Tenant may by written notice to Landlord cancel this Lease.

(d) Tenant shall have the right to repair, replace or reconfigure, at Tenant's sole expense, the existing fence surrounding the Property upon acquisition of necessary permits from the Building Department.

7. INSURANCE

(a) Prior to execution of this Lease, Tenant shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The certificates shall clearly indicate that the Tenant has obtained insurance of the type, amount, and classifications required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Landlord. Compliance with the foregoing requirements shall not relieve the Tenant of its liability and obligations under this Lease. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the Tenant shall specifically include the Landlord as an "Additional Insured."

(b) The Tenant shall maintain, during the life of this Lease, commercial general liability, including contractual liability insurance in the amount of not less than One Million Dollars (\$1,000,000.00) per occurrence to protect the Tenant from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Lease, whether such operations be by the Tenant or by anyone directly employed by or contracting with the Tenant.

(c) The Tenant shall, if Tenant owns or leases any automobiles, maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$100,000/\$300,000 combined single limit for bodily injury and property damages liability to protect the Tenant from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Tenant or by anyone directly or indirectly employed or retained by the Tenant.

(d) The Tenant shall maintain, during the life of this Lease, Protection and Indemnity Coverage, with a limit of not less than \$200,000.00 per person, per occurrence.

(e) The Tenant shall maintain, during the life of this Lease, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.

8. PUBLIC UTILITIES

Tenant shall have installed and pay for all utilities, used or consumed in or upon the Premises, which shall include, but not be limited to, gas, electric, water, sewer, telephones, and garbage and trash pickup unless otherwise stipulated herein and shall cause all accounts to be placed in Tenant's name no later than at the time the Tenant takes possession of the Premises.

9. TAXES AND ASSESSMENTS

(a) Tenant shall pay, as additional rent, during the term of the Lease all other assessments levied on the Premises, if any. Tenant shall be exempt from paying any real estate taxes so long as Tenant maintains its 501(c)(3) status and is accepted by the property appraiser.

(b) In the event that any governmental authority having jurisdiction shall levy any assessment against the Premises, of which the Leased Premises is a part, for public betterment or improvement, Tenant shall also pay to Landlord as additional rent, Tenant's proportionate share of said assessments which

proportionate share shall be calculated by multiplying the total assessment by the percentage for which the Tenant's Premises is a portion of the whole premises assessed. Landlord shall take the benefit of the provisions of any statute or ordinance permitting any such assessment for public betterment or improvement to be paid over a period of time. The obligation of Tenant to pay any assessment for improvements shall only be for installments during the period of the tenancy.

10. REPAIRS: MAINTENANCE OF PREMISES

Tenant shall keep the Premises, which includes, but is not limited to, the grounds, the portable units and any and all electrical, fire alarms and smoke detectors, plumbing, heating, air-conditioning vents and filters, and other mechanical installations therein, all doors and all plate glass doors and windows, in good order and clean and attractive appearance, making all repairs, alterations, replacements and modifications at its own expense.

The Tenant must landscape the area in accordance with the landscaping code, and Tenant shall be responsible for all future maintenance and upkeep of such landscaping during this Lease.

11. ALTERATIONS

(a) Except as required by this Lease, Tenant shall not make any alterations, improvements or additions to the Premises during the term of the Lease or any extension thereof without first obtaining the written consent of Landlord. Tenant shall not cut or drill into, or secure any fixture, apparatus or equipment of any kind to any part of the Premises, which are owned by the Landlord, without first obtaining written consent of the Landlord. All such alterations, improvements and additions made by Tenant, and are permanently affixed to any property owned by the Landlord, shall remain upon the Premises at the expiration or earlier termination of the Lease and shall become the property of the Landlord (except personal property, including but not limited to Tenant's portable units or any fixtures owned by the Tenant), unless Landlord shall, prior to such termination, have given written notice to Tenant to remove same, in which event Tenant shall remove said alterations, improvements and additions and restore the Premises to the same good order and condition in which they were at the commencement of the Lease. Should Tenant fail to do so, Landlord may do so, collecting the cost and expense thereof from Tenant as additional rent.

(b) Notwithstanding anything contrary to the foregoing, Tenant shall be responsible, at Tenant's sole expense, for the demolition and clearing of the abandoned structures located on the Property as further described in EXHIBIT A.

12. COVENANTS OF TENANT

Tenant covenants that it shall:

(a) Comply with the terms of any State or Federal Statute or local ordinance or regulation applicable to Tenant or its use of the Premises, and save the Landlord harmless from penalties, fines, costs, expenses, or damages resulting from its failure to do so; and

(b) Comply with the terms and conditions set forth herein relating to use of the Premises as generally described in EXHIBIT A of this agreement.

(c) Give to Landlord prompt written notice of any incident or accident requiring immediate medical attention, fire, or damage occurring on or to the Premises; and

(d) Conduct its business on the Premises in a dignified and professional manner and keep the Premises in first-class condition in accordance with high standards of operation; and

(e) Comply with all rules and regulations of the Landlord in effect at the time of the execution of the Lease as same may be amended or promulgated from time to time by Landlord, which Landlord shall deem necessary in connection with the Premises, of which the Premises are a part, including the installation of such fire extinguishers and other safety equipment as the Landlord may require; and comply with the recommendations of the Landlord's insurance carriers and their rate-making bodies; and

(f) Tenant shall have no power or authority to create any lien or permit any lien to attach to the Premises, reversion or other estate of Landlord in the Premises in general or other improvements thereof, and all suppliers, contractors, artisans, mechanics, and laborers and other persons contracting with Tenant with respect to the Premises or any part thereof, are hereby charged with notice that the interest of Landlord shall not be subject to liens for improvements made by or on behalf of Tenant, and therefore, Tenant agrees to do all things necessary to prevent the filing of any mechanic's or other liens against the Premises or any part thereof by reasons of work, labor services, or materials supplied or claimed to have been supplied to Tenant, or anyone holding the Premises, or any part thereof, through or under Tenant. If any such lien shall at anytime be filed against the Premises, Tenant shall cause the same to be discharged of record within ten (10) days after the date of filing. If Tenant shall fail to discharge such lien within said period, then in addition to any other right or remedy of Landlord resulting from Tenant's default, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by procuring the discharge by giving security or in such manner as is, or may be, prescribed by law; and

(g) Repay Landlord, on demand, all sums disbursed or deposited by Landlord pursuant to the terms and conditions of this Agreement, including Landlord's costs, expenses and reasonable attorney's fees and such fees for appeals incurred by Landlord in connection therewith; and

(h) Tenant covenants that it shall not do any of the following without the prior consent in writing of Landlord:

(1) Use or operate any machinery or emit any noises or noxious odors from the Premises that is harmful to the Premises or unreasonably disturbing to other tenants near the Premises.

(2) Do or suffer to be done, anything objectionable to the fire insurance companies whereby the fire insurance or any other insurance now in force or hereafter to be placed on the Premises or any part thereof, or on the building of which the Premises may be a part, shall become void or suspended, or be rated as a more hazardous risk than at the date when Tenant receives possession hereunder. In case of a breach of this covenant, in addition to all other remedies of Landlord hereunder, Tenant shall pay to Landlord as additional rent any increases of premiums on insurance carried by Landlord on Landlord's Premises, or any part thereof, or on the building of which the Premises may be a part, caused in any way by the occupancy of Tenant. Nothing herein contained shall prevent Tenant from utilizing the premises for the Uses described in Paragraph 3 herein.

(3) Commit or suffer to be committed by any person, any waste upon the Premises or any nuisance or other act which may disturb the quiet enjoyment of any occupant of Landlord's Premises.

(4) Tenant shall neither use nor occupy the Premises or any part thereof for any unlawful, disreputable, or ultra hazardous purpose nor operate or conduct its business in a manner constituting a nuisance of any kind in the judgment of Landlord. Tenant shall immediately, on discovery or notice of any unlawful or ultra-hazardous use, take action to halt such activity.

13. RIGHTS OF LANDLORD

Landlord reserves in addition to any rights reserved herein, the following rights with respect to the Premises:

(a) At all reasonable times, by itself or its duly authorized agents, to go upon and inspect the Premises, and at its option to make repairs, alterations, and additions thereto. If Tenant shall not be personally present, to open and permit an entry by Landlord into the Premises, and if an entry therein shall be necessary in the case of an emergency, it being understood that hurricanes or severe storm warnings shall constitute such an emergency, Landlord or Landlord's agents may make forcible entry without rendering Landlord or such agent liable therefore and without in any manner affecting the obligations and covenants of this Lease. Tenant hereby grants Landlord the necessary licenses to carry out the terms of this provision.

(b) The exercise of any right reserved to Landlord in this provision or otherwise, shall not be deemed an eviction or disturbance of Tenant's use and possession of the Premises and shall not render Landlord liable in any manner to Tenant or to any other person, provided Tenant's use shall not be unreasonably impaired.

14. INDEMNIFICATION

(a) Tenant shall indemnify Landlord and its agents and save it harmless from and against any and all claims, actions, damages, liability, and expense, including attorney's fees,

in connection with loss of life, personal injury, or damage to property occurring in or arising out of the Premises, adjacent sidewalks, or any other areas, occasioned wholly or in part by any act or cause whatsoever, any occurrence, negligence, misconduct or omission of Tenant, its agents, subtenants, licenses, contractors, employees, and other invitees. In case Landlord shall be made a party to any litigation commenced by or against Tenant, its agents, subtenants, licenses, contractors, or employees, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Landlord in connection, with such litigation. Nothing contained in this Provision shall be construed or interpreted as consent by the Landlord to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

(b) Tenant shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications, including, but not limited to, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Lease or any renewal thereof.

15. TRADE FIXTURES, FURNITURE AND FITTINGS

All trade fixtures, furniture and fittings including, but not limited to the portable units and all other removable property owned by tenant on the Premises, such as display counters, desks, cabinets and other items which may be removed without substantial damages to the Premises, shall remain the property of Tenant and shall be removed at the expiration or earlier termination of the Lease or any renewal or extension thereof, and in the event of such removal, Tenant shall have repaired the damage caused by such removal, and promptly restored the Premises to its original order and condition within thirty (30) days of removal. Any such trade fixtures, furniture and fittings owned by the Tenant currently on the Premises, prior to the execution of this lease agreement, as well as those items obtained by the Tenant after the commencement of this lease, which may include, but is not limited to, mobile vehicles and sailing vessels, and their components, free standing appliances and equipment, such as refrigerators, copiers, manufacturing and production equipment and tools, televisions, computers, satellite dishes, paintings, pictures, mirrors, and other items, not removed at or prior to such termination shall remain the property of the Tenant for thirty (30) days, after which the property shall then be considered abandoned and shall become the property of the Landlord. If the Tenant fails to remove all fixtures, furniture and fittings within that thirty (30) days of the termination of this lease agreement, the Landlord may do so and send an invoice to the Tenant, which must be paid within thirty (30) days of the date of receipt by Tenant.

16. ASSIGNING, MORTGAGING, SUBLETTING

(a) Tenant shall not directly or indirectly assign, create a security interest in, pledge, mortgage, or otherwise encumber, any equitable interest in the Lease, in whole or in part, without the written consent of the Landlord, except in the case of subleasing to subtenant(s) providing relevant Program Services to the community, as described in EXHIBIT A of this agreement, and only after the Consent to Sublease Agreement (See "EXHIBIT B") has been fully executed by and between the Landlord and Tenant. Additionally, Tenant agrees to not sublease the property without having first properly executed a Landlord approved Sublease Agreement (See "EXHIBIT C") by and between the Tenant and Subtenant(s) which requires, among other stipulations, that the subtenant(s) provide services and offerings consistent with the Program's goals and objectives, and adhere to all covenants agreed to in this controlling Master Lease.

(b) Landlord may exercise against any subtenant or assignee all rights and remedies herein provided upon default of the lease by the Subtenant or assignee, without notice to Subtenant, and Subtenant shall have no right to re-enter the Premises upon default as the assignee or sub-lessee. Tenant shall also remain liable, jointly and severally, with any assignee or subtenant, for the performance of all of the covenants and conditions of the Lease, including, but not limited to, the payment to Landlord of all payments due or to become due to Landlord hereunder.

17. PERFORMANCE OF TENANT'S COVENANTS

Tenant shall perform all of the covenants and conditions on its part to be performed, and it will immediately, upon receipt of written notice, where notice of non-performance is required by the Lease, comply with the requirements of such notice, and further, if Tenant shall violate any covenant or condition herein, whether or not notice is required, Landlord may, at its option, do or cause to be done any or all of the things required by the Lease. In so doing, Landlord shall have the right to cause its agents, employees, and contractors to enter upon the Premises, and in such event shall have no liability to Tenant for any loss or damages resulting in any way from such action. Tenant hereby grants Landlord all necessary licenses required to carry out the terms of this provision. Notwithstanding Section 15 above, Tenant shall pay to Landlord, within ten (10) days of demand, any monies paid or expenses incurred by Landlord in taking such actions, including attorney's fees and such sums shall be collectible from Tenant as additional rent hereunder.

18. SURRENDER AND HOLDING OVER

Tenant; upon expiration or termination of the Lease, either by lapse of time or otherwise, shall peaceably surrender to Landlord the Premises and in good repair as required in the Lease. In the event that Tenant shall fail to surrender the Premises upon demand, Landlord, in addition to all other remedies available to it hereunder, shall have the right to immediately file for a writ of possession with the Court with no prior notice being given to Tenant.

19. EVENTS OF DEFAULT

The occurrence of any of the following shall, in addition to any other events of default or breach as provided throughout the Lease, constitute an event of default hereunder:

(a) The filing of a petition by or against Tenant for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of Tenant or Tenant's Premise; or an assignment by Tenant for the benefit of creditors; or the taking possession of the Premise of Tenant by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of Tenant; or if a temporary or permanent receiver or trustee shall be appointed for Tenant or for Tenant's Premise and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment; or any other execution, levy, attachment or other process of law upon Tenant's interest in the leasehold estate or any part thereof; or if any judgment entered against Tenant has not been satisfied or bonded within thirty (30) days of the date of the judgment.

(b) Failure of Tenant to pay rent when it is due, without notice, any installment of rent hereunder, or any other sum herein required to be paid by Tenant, if such payment remains unpaid after the five (5) day, no-late-fee penalty has elapsed, and for more than fifteen (15) days after written notice of such failure to pay from Landlord has been received by Tenant.

(c) Vacation or abandonment of the Premises or permitting the same to be empty and unoccupied, or the failure to open and actively conduct its business for a period of thirty (30) consecutive calendar days, without written consent of Landlord.

(d) Tenant's failure to perform or observe any other provision of the Lease, after written notice and demand, provided that, if such failure is of such a character as not to permit immediate compliance in the sole opinion of Landlord, then Tenant's failure to proceed diligently and immediately upon receipt of notice to commence the cure of such failure, and thereafter to commence such cure with all reasonable dispatch within five (5) days after written notice from Landlord, and to complete or comply with the provision within a reasonable period as established by Landlord.

(e) Notwithstanding any provision in this Lease to the contrary, any Tenant default or breach hereunder is subject to notice and cure provisions set forth herein and other matters, which are not within Tenant's control.

20. LANDLORD'S REMEDIES UPON DEFAULT BY TENANT

(a) Upon the occurrence of any event or events of default or other breach of this Lease by Tenant, and after notice to Tenant and expiration of cure period, Landlord shall have the option to pursue any one or more of the following remedies: (i) Landlord shall have the right, at its election, to cancel and terminate this Lease and dispossess Tenant; and (ii) Landlord may enter upon the Premises and do whatever Tenant is obligated to do under this Lease (and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action).

(b) The various rights and remedies, powers, options and elections of Landlord reserved, expressed, or contained in the Lease are distinct, separate and cumulative, and not one of them shall be deemed to be exclusive of the other rights, remedies, powers or options provided herein or are now or may hereafter be conferred upon Landlord by statute or by law or equity.

(c) No receipt of money by Landlord from Tenant after notice and expiration of cure period for default or cancellation of this Lease shall: (i) reinstate, continue, or extend the term or affect any notice given to Tenant, (ii) operate as a waiver of the right of Landlord to enforce the payment of rent and additional rent then due or to become due, or (iii) operate as a waiver of the right of Landlord to recover possession of the Premises by suit, action,

proceeding, or other remedy. After: (i) service of notice of termination and forfeiture as herein provided and the expiration of the time specified therein, (ii) the commencement of any suit, action, proceeding, or other remedy, or (iii) final order or judgment for possession of the Premises, Landlord may demand, receive and collect any monies due, without in any manner affecting such notice, order or judgment. Any and all such monies so collected shall be deemed to be payment on account of the use and occupation of the Premises or at the election of Landlord, on account of the liability of Tenant hereunder.

(d) Any sums which may be expended by Landlord in accordance with the terms of this Lease that are paid on behalf of Tenant or due to Tenant's default hereunder shall bear interest at the highest rate allowed under Florida law and Tenant shall be liable for such sums plus such interest as additional rent hereunder.

21. **AUTHORITY**

(a) All persons executing the Lease on behalf of a corporate tenant (or other entity) personally represent and warrant that they have been authorized to execute the Lease by such tenant. Evidence of such authority shall be provided upon request.

(b) Tenant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the Landlord upon request.

(c) Tenant shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations required for any work done pursuant to this Lease from any federal, state, regional, county, or city agency.

22. **LIABILITY OF LANDLORD**

(a) Tenant shall look solely to Landlord's interest in the Premises and shall look only to Landlord's personal property used in connection with the Premises for the satisfaction of any judgment or decree requiring the payment of money by Landlord, based upon any default hereunder, and no other property or asset of Landlord shall be subject to levy, execution, or enforcement procedure for the satisfaction of such judgment or decree.

(b) The provisions herein permitting Landlord to enter and inspect the Premises are made to ensure that Tenant is in compliance with the terms and conditions hereof and to make repairs that Tenant has failed to make. Landlord shall not be liable to Tenant for any entry on the Premises for inspection purposes. Landlord's right to inspect the Premises shall be on reasonable notice to the Tenant except in emergency circumstances.

23. **LEGAL EXPENSES**

Should suit be brought for the recovery of possession of the Premises, or for rent or any other sum due Landlord under the Lease, or because of the breach of any of Tenant's

covenants under the Lease, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including such fees and costs on appeal.

24. EASEMENTS, AGREEMENTS, OR ENCUMBRANCES

The parties shall be bound by all existing easements, agreements, and encumbrances of record relating to the Premises including, but not limited to any deed or plat restrictions.

25. TIME OF THE ESSENCE

Time is of the essence in all provisions of this Lease.

26. QUIET ENJOYMENT

Landlord warrants that Tenant shall be granted peaceable and quiet enjoyment of the Premises free from any eviction or interference by Landlord if Tenant pays the rent and other charges provided herein and otherwise fully performs and complies with the terms, conditions and provisions of this Lease.

27. ENTIRETY OF CONTRACTUAL AGREEMENT

The Lease and all Amendments and Exhibits set forth all of the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, conditions, or understandings either oral or written between them other than herein set forth. Except as otherwise provided, no subsequent alteration, change or addition to the Lease shall be binding upon the Landlord or.. Tenant unless reduced to writing and signed by both parties. Except at Landlord's option, no part of this Lease may be recorded in any public records of any municipality or county records.

28. VENUE

This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the contract will be held in Palm Beach County.

29. INVALID PROVISIONS

If any provision of the Lease shall be determined to be void by any court of competent jurisdiction or any law enacted subsequent to the date hereof, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect.

30. TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Agreement" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Lease Agreement in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Lease, nor shall such headings affect the meaning or interpretation of this Lease.

31. SUCCESSORS AND ASSIGNS

All rights, obligations and liabilities given to, or imposed upon, the parties hereto shall extend to and bind the respective heirs, executors, administrators, successors, sublessees, licensees, concessionaires and assigns of such parties hereof. No rights, however, shall inure to the benefit of any subtenant(s) or assignee of Tenant unless the assignment to such subtenant(s) or assignee has been approved by Landlord in writing as herein above set forth. Nothing contained in the Lease shall in any manner restrict Landlord's right to assign or encumber the Lease and, in the event Landlord expresses an interest in selling its interest in the Premise, Landlord shall offer Tenant the right of first refusal and an opportunity to purchase the property, before the effectuation sale. Should Tenant not purchase property, the new owner will assume all of the Landlord's obligations and covenants, and the Landlord shall thereupon be relieved of all obligations hereunder.

32. NOTICES

All notices required in this Lease shall be sent by certified mail, return receipt requested, and if sent to the Landlord shall be mailed to:

**City of Riviera Beach
Attn: Karen Hoskins, Interim City
Manager 600 West Blue Heron Blvd
Riviera Beach, FL 33404**

with a copy to Andrew DeGraffenreidt, III, Riviera Beach City Attorney at the same address, and if sent to the Tenant shall be mailed to:

**Alpha Educational Foundation – DDL, Inc.
Attn: Alfred Fields, Authorized Representative
3618 North Shore Drive
West Palm Beach, FL
33407**

33. **PREPARATION**

This Lease shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

34. **MATERIALITY**

All provisions of the Lease shall be deemed material, in the event Tenant fails to comply with any of the provisions contained in this Lease or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Lease and Landlord may at its option and without notice terminate this Lease.

THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

LEASE WITH THE CITY OF RIVIERA BEACH

IN WITNESS WHEREOF, the Parties unto this Lease have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

**ALPHA EDUCATIONAL FOUNDATION –
DDL, INC.**

THOMAS MASTERS
MAYOR

ALFRED FIELDS
AUTHORIZED REPRESENTATIVE

CLAUDENE L. ANTHONY
CITY CLERK

DATE: _____

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY
BY:**

ANDREW DeGRAFFENREIDT, III
CITY ATTORNEY

DATE: _____

Exhibit A

**Official Memorandum of Understanding
Use of Space & Site Plan
Located at 251 W. 11th Street, Riviera Beach, Florida
(Currently Known as the Riviera Beach Maritime Academy)**

**By and Between
City of Riviera Beach, Florida and the
Alpha Educational Foundation – DDL, Inc.**

To: Karen Hoskins, Acting City Manager
City of Riviera Beach, Florida

From: Alfred Fields, Authorized Representative
Alpha Educational Foundation – DDL, Inc.

CC: Thomas Masters, Mayor
City of Riviera Beach, Florida

Andrew DeGraffenreidt, City Manager
City of Riviera Beach, Florida

Claudene L. Anthony, City Clerk
City of Riviera Beach, Florida

Re: Agreement on the Use of Space for the proposed Judge Edward
Rodgers Community Empowerment Village

Effective Date: March 21, 2018

This memorandum outlines the time-limited assignment of City of Riviera Beach (Landlord) owned real property to be utilized by the Alpha Educational Foundation – DDL, Inc. (Tenant). The aforementioned space, ascribed herein, includes all buildings, both permanent and portable, and interior and exterior space that is considered a part of the real property located at 251 W. 11th Street, Riviera Beach, currently known as the Riviera Beach Maritime Academy, and hereinafter referred to as “Premises”.

Furthermore, said space will be available for use as a community benefits site that provides a range of services and resources related to the proposed development of this project, beginning March 21, 2018 to and ending March 20, 2023, or until the early termination or revocation of the Master Lease entered by and between the Landlord and Tenant, whichever comes first.

Sec. 1: Purpose

The purpose and use of the aforementioned space will be to develop a unique social enterprise consisting of seven key community service and empowerment offerings, designed to provide Riviera Beach residents with the resources, skills, training and potential employment opportunities they need to help strengthen and build the local community. Additionally, the Tenant, any Subtenants, successors and assigns, shall, through use of the Premises, primarily for social services, educational enrichment, youth and workforce development, and other community empowerment initiatives designed to provide beneficial programs and services for at-risk, high risk and underserved youths and families residing in and around the Riviera Beach community.

The Judge Edward Rodgers Community Empowerment Village is an initiative of the Alpha Educational Foundation – DDL, Inc., with an objective of (put in primary overarching objective of providing critical services in seven key service delivery areas, including:

- Educational Enhancement Programs
- Healthy Food and General Nutrition Resources
- Music Appreciation and Cultural Enrichment Initiatives
- New and Small Business Incubation Services
- Mental Health Screenings and Access to Counseling
- Youth Mentoring and Recreational Sports Opportunities
- Workforce Development Training and Skills Based Learning

Sec. 2: Summary of Space Needs

Based on the information outlined above, and notwithstanding the fact that the Tenant reserves the right to make alterations, changes and modifications to the tactics used for the delivery of the Program services identified herein, as the Tenant deems necessary, without prior written approval from Landlord, so long as said modifications made are within the spirit and scope of both the Program and this lease agreement, the Tenant aims to partner with established community, business and industry leaders to accomplish the following objectives:

- Creation of an Early Learning Academy serving pre-school students in and around the City of Riviera Beach, with the stated goal of preparing students for grade-school and beyond.
- Development of Horticultural Program and Community Based Farmer’s Market that provides fresh fruits, vegetables and other low cost produce to residents residing in virtual “food deserts.”
- Implementation of a proprietary Musical Engineering Certification Program, in partnership with organizations like the Recording and Digital Institute of Palm Beach County and the Keys to Life Foundation, that provides career based skills and employment opportunities in the digital music and audio visual industries.

- Development of a New Business Start-Up Incubator, in partnership with business entities such as Cityside Suites of West Palm Beach, Florida, providing entrepreneurs with the infrastructural resources they need to grow and further develop their businesses.
- Creation of a Mental Health Service Delivery Mechanism whereby we will aim to serve as a liaison to veterans who may be suffering from post-traumatic stress disorder (PTSD), as well as grief counseling services and other under-addressed mental health needs plaguing the local community.
- Continuation and expansion of the youth based local mentoring program, Men of Tomorrow, via the development of a creative partnership with the neighboring Boys & Girls Club, and the inclusion of other evidenced based practices and recreational sports opportunities to be made available for participating students.
- Creation and implementation of various workforce development initiatives, to include apprenticeship opportunities in both the marine and hospitality industries, that will provide at-risk, high-risk and underserved youths and juvenile and ex-offenders with the training and job opportunities they need to become productive and contributing members of society.

Sec. 3: Space Assignment

The Edward Rodgers Community Empowerment Village will use the main building located on the Premises as its administrative hub, while providing subleasing opportunities to our strategic partners and subtenants in the various portable buildings and other unoccupied parts of the building not being directly used by the Tenant for administrative or programmatic purposes.

Sec. 4: Time Frame

All space occupied by the Tenant and all Subtenants will remain under the ultimate control of Landlord, however, said parties are responsible for completely vacating the space at the termination of this agreement or expiration of the lease, whichever comes first. The Tenant's Authorized Representative at the time of revocation or expiration of the Master Lease agreement, acting in the capacity of a Registered Agent for the Tenant, shall ensure that all equipment and supplies are removed upon vacating the Premises. Note that if this is not accomplished, the Tenant will be responsible for any expenditures associated with moving of equipment and supplies as well as cleaning of the space.

If the lease is extended past the initial expiration date, the Tenant's Authorized Representative should put in a request to extend the assignment of the space to meet the new end-date, understanding full well that the is not obligated to meet this request but will work with the center director to ensure proper space resources are assigned.

Sec. 5: Duration

This MOU is at-will and may be modified by mutual consent of authorized officials of both the Landlord and Tenant. This MOU shall become effective upon signature by the authorized officials from said parties, and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the aforementioned authorized officials this MOU shall end on the final date of the expiration date of the Master Lease agreement (See EXHIBIT i”).

Sec. 6: General Renovations and Building Site Plan

Upon execution of the Master Lease Agreement, the Tenant intends to undertake certain maintenance repairs, renovations and modifications to the property that do not constitute the legal definition of an “improvement” to the property. In this agreement, “improvement(s)” means "a permanent addition to or betterment of real property that enhances its capital value and is intended to make the property more valuable as distinguished from “ordinary repairs," which include, but are not limited to, repairs to assets caused by day-to-day and general wear and tear or decay, which are required to maintain the property’s functionality and appearance, and are not intended to increase the value of capital assets, but merely preserve said value; such as painting, landscaping, fixing leaks, repairing and replacing flooring replacing broken windows, etc. All alterations not defined herein as an “improvement” will not require pre-approval of the Landlord. Additional plans for the site include:

Landscaping

- General property maintenance, to include cutting down of overgrown trees, shrubs, grass, etc.
- Potential development of a garden area for horticultural training and additional community related benefits.

General Building Upkeep

- Painting and priming of interior and exterior walls
- Upkeep and/or replacement of all flooring generally deemed as substandard or in need or repair
- Interior and exterior cleaning and trash removal

Fencing

- Repair and upgrading of fencing and all security related features located on the interior and exterior of the property

IN WITNESS WHEREOF, the parties hereto have executed this Consent as of the day and year first written above.

CITY OF RIVIERA BEACH:

**ALPHA EDUCATIONAL
FOUNDATION – DDL, INC.:**

THOMAS MASTERS
MAYOR

ALFRED FIELDS
AUTHORIZED REPRESENTATIVE

Date: _____

CLAUDENE L. ANTHONY
CITY CLERK

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY
BY:**

ANDREW DeGRAFFENREIDT, III
CITY ATTORNEY

Date: _____

Consent To Sublease

This consent by the Landlord to allow Tenant to sublease is made and entered into this 1st day of January, 2018 (hereinafter referred to as the "Effective Date"), by and between City of Riviera Beach, FL (hereinafter referred to as the "Landlord") and Alpha Educational Foundation – DDL, Inc. (hereinafter referred to as the "Tenant") with reference to subleases executed between Tenant and Subtenant(s) (hereinafter referred to as the "Subtenant"), using Tenant's attached Sublease (hereinafter referred to as the "Sublease"), approved by Landlord as a part of the Master Lease Agreement.

RECITALS

- A. The Tenant and the Landlord have executed that the certain Lease dated on _____, _____, 20____ (hereinafter referred to as the "Master Lease"), covering those premises and related improvements described in the attached "Exhibit i".
- B. Tenant desires to sublease 251 W. 11th Street, Riviera Beach, FL 33404 (all/ a portion) of the Premises to Subtenant(s) and the Subtenant(s) desire(s) to accept a sublease, as agreed upon in the terms expressed in the aforementioned Sublease Agreement (See "EXHIBIT C"). In furtherance of this properly executed agreement between Tenant and Subtenant, the Landlord is willing to consent to the Sublease on the terms and conditions set forth in this Consent.

In consideration of the payment by the Tenant of the agreed upon monthly rent set forth in the Master Lease, payable on or before the 1st day if every month to the Landlord, all parties agree as follows:

1. Consent to Sublease

The Landlord hereby consents to allow the Tenant to enter into Sublease(s) and the transactions contemplated therein. The Landlord's consent to the Sublease(s) will not be deemed as consent to:

- (i) The subleasing of any portion of the Premises to any other subtenant not identified in the executed Sublease between the Tenant and Subtenant(s) or on any other or different terms than those stated in the Sublease. The Tenant will provide Landlord with a fully executed copy of the Sublease promptly after execution.

2. Adherence to Program/Use of Space

The Landlord hereby consents to allow the Tenant to enter into Sublease(s) and the transactions contemplated therein, but only to Subtenant(s) who expressly agree to adhere to the goals and objectives of the Program described in EXHIBIT A of the Master Lease, notwithstanding the Tenant's right to make alterations, changes and modifications to the tactics used to achieve service delivery, as it deems necessary, as described in Section 3 (c) of the Master Lease.

3. Continuing Liability

Tenant acknowledges that:

- (i) Tenant will remain primarily liable for, and will not be released from, the full and faithful performance of all terms and conditions of the Master Lease, notwithstanding the existence of (and Landlord's consent to) the Sublease, or any breach committed by Subtenant under the Sublease, and
- (ii) Landlord will be entitled to pursue all remedies available in the event of the Tenant's breach of the Master Lease, without regard to the performance or nonperformance of the terms of the Sublease by Subtenant.

4. Entire Agreement

This Consent constitutes the entire agreement of the Landlord and the Tenant relating to this subject matter and replaces any prior negotiations, representations, agreements and understandings of the parties with respect to

such matters oral or written. The Parties acknowledge that they have not relied on any promise, representation or warranty, expressed or implied, not contained in this Consent.

5. Interpretation and Amendment

In interpreting the language of this Consent, the Landlord and Tenant will be treated as having drafted this Consent after meaningful negotiations. The language in this Agreement will be construed as to its fair meaning and not strictly for or against either Party. The Landlord and Tenant may modify this Consent with written documentation.

6. Attorneys' Fees

If any Party fails to perform any of its obligations under this Consent or if a dispute arises between the Parties concerning the meaning of any provisions of this Consent, and an action is filed, the prevailing party in any such action will be entitled to recover from the other party, in addition to any other relief that may be granted, its court costs and reasonable attorneys' fees.

7. Counterparts

This Consent may be signed in counterparts and all counterparts so executed will constitute one contract, binding on all parties hereto.

8. Binding Effect

This Consent will be binding on Landlord, and inure to the benefit of Tenant and its respective heirs, executors, administrators, successors in interest and assigns.

9. Governing Law

This Agreement will be governed and construed in accordance with the laws of the State of Florida, in the County of Palm Beach, and parties consent to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Consent as of the day and year first written above.

CITY OF RIVIERA BEACH:

ALPHA EDUCATIONAL FOUNDATION – DDL, INC.:

THOMAS MASTERS
MAYOR

ALFRED FIELDS
AUTHORIZED REPRESENTATIVE

Date: _____

CLAUDENE L. ANTHONY
CITY CLERK

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY
BY:**

ANDREW DeGRAFFENREIDT, III
CITY ATTORNEY

Date: _____

Alpha Educational Foundation – DDL, Inc.

Sublease Agreement

TERMS OF SUBLEASE:

The Subtenant, _____ agrees to lease a portion of the property located at **251 W. 11th Street, Riviera Beach, FL**, from the Tenant, **Alpha Educational Foundation – DDL, Inc.**

The Tenant subleases a portion of the following property to the Subtenant for the term of _____, as a part of this Sublease Agreement:

- The real property known as 251 W. 11th Street, Unit _____, Riviera Beach, FL 33404, including exclusive use of one portable trailer and equal access to the common areas including the administrative offices located on the property.
- The following furniture, fixtures and/or equipment:

The subtenant shall rent the property from the _____ day of _____ until the _____ day of _____. When the subtenant leaves the premises it shall be clean and in good repair.

The subtenant also agrees to pay a security deposit of \$ _____ on _____. This security deposit shall be returned minus any damages and unpaid rent within 10 days after termination of sublease and inspection of premises by tenant.

1. RENT:

The subtenant shall pay rent of \$ _____ per month on the _____ day of each month to **ALPHA EDUCATIONAL FOUNDATION – DDL, INC.** and mailed to the following address by the agreed upon date: **3618 North Shore Drive, West Palm Beach, FL 33407.**

2. UTILITIES:

All utilities and services beyond those supplied by the landlord or management shall be the responsibility of the subtenant.

3. DAMAGES:

The subtenant shall be responsible for any and all damages resulting from negligence or lack of care while in possession of the property, even if damages exceed the amount of the security deposit.

4 RULES AND REGULATIONS: The subtenant agrees to perform and be bound by all provisions of the Tenant’s Rental Agreement (See “Exhibit i” attached to this agreement, undertaking all obligations of the tenant.

5. ADHERENCE TO PROGRAM/USE OF SPACE:

The Subtenant agrees to adhere to the goals and objectives of the Program described in EXHIBIT A of the Master Lease, notwithstanding the Tenant’s right to make alterations, changes and modifications to the tactics used to achieve effective service delivery, as often as the Tenant deems it necessary, as described in Section 3 (c) of the Master Lease Agreement (See EXHIBIT i”).

6. ASSIGNMENT

The subtenant agrees not to transfer this sublease in whole or part without prior written consent of the tenant. The subtenant also agrees to abide by the terms and conditions of the attached Master Lease . (See "EXHIBIT i").

7. INSURANCE

(a) Prior to execution of this Lease, Subtenant shall provide certificates evidencing insurance coverage as required hereunder, to the Tenant. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The certificates shall clearly indicate that the Subtenant has obtained insurance of the type, amount, and classifications required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Tenant. Compliance with the foregoing requirements shall not relieve the Subtenant of its liability and obligations under this Lease. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the Subtenant shall specifically include both the Tenant and the Landlord as an "Additional Insured."

(b) The Subtenant shall maintain, during the life of this Lease, commercial general liability, including contractual liability insurance in the amount of not less than One Million Dollars (\$1,000,000.00) per occurrence to protect the Subtenant from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Lease, whether such operations be by the Subtenant or by anyone directly employed by or contracting with the Subtenant.

(c) The Subtenant shall, if Subtenant owns or leases any automobiles, maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$100,000/\$300,000 combined single limit for bodily injury and property damages liability to protect the Subtenant from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Subtenant or by anyone directly or indirectly employed or retained by the Subtenant.

(d) The Subtenant shall maintain, during the life of this Lease, Protection and Indemnity Coverage, with a limit of not less than \$200,000.00 per person, per occurrence.

(e) The Subtenant shall maintain, during the life of this Lease, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02

ACKNOWLEDGE AND AGREE:

TENANT:

Permanent Address:

Telephone:

Email:

Signature of Authorized Representative:

Name and Title of Authorized Representative:

SUBTENANT:

Permanent Address:

Telephone:

Email:

Signature of Authorized Representative:

Name and Title of Authorized Representative:

*****Complete each section and attach a copy of the original lease to the sublease. Make sure all parties involved have copies of both the original Master Lease and this sublease.***