

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made as of November 3, 2025 (the "Effective Date") between The University of West Florida Board of Trustees ("Licensor"), a Florida public body corporate located at 11000 University Parkway, Pensacola, Florida 32514 and Somerset Academy, Inc., a Florida not-for-profit corporation, with a mailing address located at 6340 Sunset Drive, Miami, FL 33143 ("Licensee").

Whereas, Licensor is interested in working with Licensee to provide an educational program for the primary benefit of children of faculty, staff, and students of Licensor.

Licensor and Licensee, intending to be legally bound, hereby agree to the following terms:

1. License. In consideration of the amounts provided in Paragraph 2 herein, for a period of 48 months, Licensor grants Licensee, and Licensee accepts, a right to use those certain rooms and other areas more particularly described below:

Approximately 6464 square feet in Building 86 on Licensor's campus comprising of approximately six (6) classrooms, bathrooms, administrative space and a playground as indicated in the red highlighted area provided in Exhibit A, attached hereto and incorporated by reference (the "License Area"). Licensee's use of the License Area is limited to that designated space, and Licensee's use of the License Area cannot interfere with Licensor's day to day operations. Use of the License Area is limited to normal business operation hours for the authorized use.

The License Area shall be used by Licensee as educational facilities and administrative offices and for no other purpose without the prior written consent of Licensor. THE LICENSE AREA IS DELIVERED TO AND ACCEPTED BY LICENSEE IN "AS IS" CONDITION AND WITHOUT ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO CONDITION OR SUITABILITY FOR LICENSEE'S PURPOSES, WHATSOEVER. In addition to the right to use the License Area, Licensee shall have the right to have its employees, students, and visitors use the parking areas near Building 86 as designated by Licensor for the parking of motor vehicles, subject to University parking requirements and regulations.

2. Consideration. In full consideration for the license granted herein, Licensee shall pay to Licensor a Usage Fee of Five Hundred Dollars (\$500) per student enrolled in Licensee's school each academic year. This will be calculated based on Licensee's student enrollment on October 1st each academic year (or thirty (30) days following the start of the academic year for any academic years that begin after October 1st), and will be payable to UWF on the later of (1) December 31st of the academic year or (2) within thirty (30) days of invoicing by UWF.

3. Termination for Convenience: Either party may terminate this License for convenience and without penalty with 6 months' written notice, but in no event shall any such termination under this section take effect until the end of the Licensee academic year then in progress. Provided that all license fees due to Licensor are paid for the use of the License Area up to the effective date of termination, neither party shall have any liability to the other for a

termination exercised under this section, including but not limited to liability for consequential damages, lost profits, or special damages.

4. Renewal. This Agreement and the licenses granted Licensee shall automatically terminate upon the expiration of the term provided in Section 1, unless Licensor and Licensee agree to mutually renew this license in writing.

5. Compliance. Licensee, at Licensee expense, shall abide by all federal, state, local laws, ordinances, rules and regulations, orders and decisions of all governmental authorities; UWF regulations, policies, rules, and procedures (available at <https://uwf.edu/regulations> and <https://uwf.edu/policies>); building codes requirements; and any applicable private covenants, agreements and restrictions, respecting the use of and operations and activities at the License Area, including, but not limited to, operations, business licenses, permits, zoning and land use regulations.

6. Utilities; Waste Disposal; Janitorial. Licensor shall pay all costs and expenses for normal use of water, electricity, sewage, garbage collection at dumpster, and other utilities furnished to or used in connection with the License Area during the term of this Agreement. Licensee's share of these expenses will be determined based on the Licensee's square footage use and then invoiced to Licensee, payment shall be due and payable at that time. Licensee will be responsible for securing janitorial services to License Area. Licensee must provide notice to Licensor of any contracts with companies to provide services at the License Area. Licensee shall repair all damage to the Property caused by Licensee, its employees or invitees, and shall remove all extraordinary debris and clean all extraordinary untidiness caused by Licensee, its employees or invitees, at its sole expense.

7. Licensee Operations: Licensee is responsible for all costs, equipment, expenses, and requirements to lawfully and safely perform its operations. This includes, but is not limited to, Licensee is responsible for securing its own internet services, including, but not limited to all equipment, hardware and software needed for its operations. If at any time this involves interaction with any UWF owned items, then Licensee must secure Licensor's approval prior to utilizing any UWF property.

8. Improvements. As acknowledgement and approved by Licensor, Licensee shall be permitted to install permanent doors in the License Area (at Licensee's expense), and as further provided in Exhibit B, attached hereto and incorporated by reference; install at Licensee's expense a playground in the area identified in Exhibit A; and make interior improvements to the License Area as reasonably necessary for its intended purpose. Licensor agrees to cooperate with Licensee in good faith to help facilitate the procurement of all necessary permits and licenses required to enable Licensee to complete the improvements contemplated in the preceding sentence. Except as provided in this Section 8 or elsewhere in this Agreement, Licensee shall not make any other improvements, alterations, or additions to the License Area without the prior written consent of Licensor (with such consent not to be unreasonably withheld). Licensee will ensure that all bills for their services at the building are paid promptly and do not result in a lien against Licensor property.

9. Release and Indemnity.

(a) Licensors shall not be liable for, and Licensee hereby releases all claims, liabilities, demands, damages, losses, costs, and expenses, including attorneys' fees and expenses, against Licensors with respect to, any injury to or death of persons or damage to or loss of property arising from or in connection with or caused (in whole or in part) by the condition or use of any part of the License Area or the Property or the condition of any equipment or other property in, on or at the License Area or the Property. The provisions of this paragraph shall survive the termination of this Agreement.

(b) Licensee hereby agrees to defend, indemnify and hold harmless Licensors and its officers, directors, employees, and agents from and against any and all liability, loss, damage, claim, cause of action, cost and expense, including, but not limited to, reasonable attorneys' fees and expenses, incurred as a result of or in connection with any of the following: (i) any injury or death of persons whose presence on the License Area or the Property is attributable to Licensee's use and operations, including, but not limited to, officers, agents, employees, contractors, customers and invitees of Licensee, or any loss or destruction of, or damage to property to whomsoever belonging, including the conversion thereof, occurring on the License Area; (ii) any use, activities, or operations of Licensee conducted on or from the License Area or the Property; (iii) any acts or omissions of Licensee or any Licensee Affiliate or their respective employees, contractors, agents or customers relating to the License Area or Licensee's operations thereon; (iv) Licensee's breach of or failure to perform its obligations under this Agreement; (v) Licensee's failure to maintain insurance coverage required under this Agreement; or (vi) claims made by third parties for services or labor provided or materials furnished to Licensee. The provisions of this paragraph shall survive the termination of this Agreement.

(c) Notwithstanding the foregoing, no provision of this Agreement shall be construed as a waiver of either party's right to sovereign immunity, or other legal benefits provided to said party under Section 768.28, Florida Statutes, should said party have such benefits under said law.

10. Insurance.

(a) Licensee shall procure and maintain, at its own expense, throughout the term of this Agreement the following insurance coverages including any other insurance requirements required by Florida Law:

(i) commercial general liability insurance, naming Licensors as additional insured, covering bodily injury and property damage, with a coverage limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and containing a contractual liability endorsement which will cover the obligations assumed by Licensee under this Agreement and naming University of West Florida Board of Trustees as additional insured; and

(ii) workers' compensation insurance covering all Licensee employees, with a coverage limit equal to the amount required by the laws of the State of Florida; and

(iii) any other insurance required to be held by Licensee by law for the License Area.

11. Attorneys' Fees. If an action is begun, or an attorney is retained by Licensor to enforce this Agreement or collect any sums due as provided in this Agreement or to collect money damages for breach of this Agreement, Licensor will be entitled to recover from Licensee all attorneys' fees and court costs incurred in connection with the action.

12. Promotional Activities. Licensee is responsible for securing all licensing for the use of the name, image, or likeness of anyone featured in Licensee's promotional materials. Licensee may not use Licensor's name, image, logos or trademarks without Licensor's prior written permission. Any permissions provided shall end at the term of this agreement if not terminated sooner by Licensor.

13. Safety and Security. Licensee is solely responsible for the security and safety of its employees, participants and invitees to the License Area. Even though Licensee will bear its own cost and be responsible for its safety and security at the License Area, Licensee must work with the Licensor to ensure that all parties are aware of the measures in place and personnel responsible.

14. Vendors. Licensor has exclusive relationship with third parties that may affect use of the Premises. Licensee may not sell, promote, or market any items that conflict with Licensor's exclusive vendors. For more information, contact UWF's Business & Auxiliary Services Office at 850.474.3012 or auxservices@uwf.edu. A list of exclusive vendor's will be provided by Licensor.

15. ADA and Non-Discrimination.

(a) Americans With Disabilities Act ("ADA"). Licensee is responsible for providing accommodations to the participants, and Licensor will not be required to incur any expense related to accommodations under the ADA. Licensee will indemnify Licensor against any claim made or cost pursuant to the ADA in connection with this Agreement.

(b) Non-Discrimination. Licensee will not discriminate on the basis of any category protected by law.

16. Miscellaneous.

(a) Severability. If any part of this License is found to be unlawful or unenforceable, that part will be struck from the License and the rest of the License shall remain—unless striking the offending provision will clearly frustrate the overall purpose of the License.

(b) Governing Law and Venue. This License is governed by the laws of the State of Florida. Venue for any action arising out of the License will be in Escambia County, Florida.

(c) Force Majeure. It will not be a breach of the License if the License Area is unavailable because of a fire, storm, explosion, strike, lockout, labor dispute, casualty, accident, interruption of utilities, fuel supply, act of God, pandemic, weather watch or warning issued by the National Weather Service, riot, or any other interference beyond Licensor's reasonable control.

(d) No Third-Party Beneficiaries. This License does not grant any rights or remedies to anyone other than the parties hereto.

(e) No Assignment. Licensee may not assign its rights, obligations, or benefits in this License in whole or in part to any other party without Licensor's prior written approval.

(f) Use of UWF students, faculty, and staff. Licensee must obtain Licensor's prior written acknowledgement and approval if Licensee intends to use or employ any UWF students or personnel in connection with this License. Separate agreements may be required.

(g) Independent Contractor. The parties are independent contractors. Neither party's employees or agents are the employees or agents of the other party. The parties are not entering into a partnership or joint venture.

(h) Conflict of Interest. Licensee certifies that Licensee has no employee who would have a prohibited conflict of interest with UWF under Florida's Code of Ethics for Public Officers and Employees or has otherwise disclosed such conflict as required by the laws of Florida.

(i) Public Records. Licensor is a public entity of the State of Florida and subject to its Public Records Law (Chapter 119, Florida Statutes). This License and any related documents and correspondence that Licensee submits to UWF are public records. Licensor has no obligation to provide Licensee with notice of a public records request before or after Licensor responds to the request.

(j) No Coerced Labor or Services. If Licensee is not a governmental entity under Section 287.138(1), Florida Statutes, Licensee agrees that, prior to this License being executed, renewed, or extended between the parties, it shall comply with the requirements of Section 787.06(14), Florida Statutes, by providing Licensor with an affidavit signed by an officer or representative of Licensee (template to be provided by Licensor to Licensee for execution) under penalty of perjury attesting that Licensee does not use coercion for labor or services, as those terms are defined in that Section 787.06. Licensee will use e-verify as required by Florida law.

(k) Notice. Any notice under this License must be sent by Certified US Mail, return receipt requested, at the addresses provided in section 1. Notice is effective when the certified letter is delivered or three days after posting, whichever is first.

17. Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and supersedes all other prior agreements, representations, and covenants, oral or written. This Agreement may not be amended or modified except in writing signed by the parties hereto.

18. Counterparts. This Agreement may be executed in two or more counterparts, and each such counterpart shall be deemed to be an original instrument. All such counterparts shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

[END OF PAGE; SIGNATURES FOLLOW ON NEXT PAGE(S)]

EXECUTED as of the Effective Date.

LICENSOR:

THE UNIVERSITY OF WEST FLORIDA BOARD
OF TRUSTEES

By:



Name: DANISE LUCAS

Title: V.P. FINANCE & Admin.

LICENSEE:

SOMERSET ACADEMY, INC., a Florida not-for-profit corporation

By:

Bernie Montero

Name: Bernardo Montero

Title: President

THE UNIVERSITY OF WEST FLORIDA BOARD OF TRUSTEES

AFFIDAVIT OF COMPLIANCE WITH SECTION 787.06(13)

Company or Individual: Somerset Academy, Inc.
FEIN: 31-1569428
Address: 20801 Johnson Street, Pembroke Pines, FL 33029
Telephone Number: (954) 442-0233

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of the above-named entity, I certify that I am over the age of 18, of sound mind, and the entity identified above does not use *coercion* for *labor* or *services* as those terms are defined in Section 787.06; specifically, the entity does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03 to any person for the purpose of exploitation of that person.

Under penalty of perjury, I declare that I have read the foregoing document, that I am an officer or representative of the business indicated above, and that the facts stated herein are true.

By: Bernie Montero Date: 10/31/2025

Name: Bernardo Montero

Title: President

Email: bmontero@somersetacademy.com