

c) Public Service Fee:

The Academy shall forthwith pay a service fee in an annual amount of Ten Thousand (\$10,000.00) Dollars, prorated for the calendar year commencing January 1, 1999. Thereafter, the Academy shall pay a yearly fee on or before the 31st day of January of Ten Thousand (\$10,000.00) Dollars, adjusted every five (5) years in the amount of ten (10%) percent.

6. ACADEMY'S FUTURE OBLIGATIONS: The Academy shall have the following obligations, each of which shall be performed as hereinafter provided:

a) Fund Raising:

At a time mutually convenient to the Academy and the Alzheimer's Care Center Director, but not later than one year after the adoption of this Agreement, and each year thereafter, the Academy shall sponsor and promote an annual fund raiser on behalf of the Alzheimer's Care Center. At a minimum, such obligations shall include:

i. Ten (10) fifteen (15) second radio "spots", approved by the Alzheimer's Care Center Director, on FM station 90.3;

ii. The printing and production of one hundred (100) two-color posters, approved by the Alzheimer's Care Center Director, advertising such event, to be presented no later than thirty (30) days prior to the first day of the event. The Alzheimer's Care Center's name will appear along with Westminster Academy's name in the same size and style print. Verbiage required by contract with the Area Agency on Aging and State of Florida Department of Elder Affairs will be included in smaller same size and style print, as required.

iii. If souvenir materials are provided, the materials shall be subject to the approval of the Alzheimer's Care Center Director. The Alzheimer Care Center's name will appear along with Westminster Academy's name in the same size and style print. Verbiage required by contract with the Area Agency on Aging and State of Florida Department of Elder Affairs will be included in smaller same size and style print, as required.

iv. All related expenses, named above, related to said Fund Raising, will be the responsibility of the Academy.

b) Grants Program:

Westminster Academy will provide for economically disadvantaged children of the City a program under the auspices of PowerUp. PowerUp is an independent 501c3 organization founded in 1999 as a commitment to America's Promise by the Stephen Case Foundation. America's Promise is dedicated to mobilizing all sectors of American society to build and strengthen the character and competence of America's youth. It is a national effort chaired nationally by General Collin Powell. Four sites for this project have been located nationally in Northern Virginia, San Jose, CA, Seattle, WA and Washington, DC. A fifth site has been offered to Westminster Academy as the agent for the Foundation to use locally in whatever area deemed appropriate by the school.

Westminster Academy is willing to conduct this program in Lauderdale Lakes as part of the Agreement that has been framed jointly by the school's headmaster and the city manager of Lauderdale Lakes.

c) Athletic Camps:

Within the first year after the rezoning of the City Property, but not later than commencing June 1, 2000, the Academy shall sponsor, promote and assist participation of the resident youth of the City in the summer, instruction and sports "camps" conducted by the Academy annually, and at least ten (10) City residents-participants, in each of such camps, shall receive a discount of twenty five (25%) percent off any fee, including uniform fee, incident to each of such camps. The Academy's designee will work with the City Director of Parks and Recreation on a program strategy for maximizing community participation.

d) Financial Assistance:

Within the first year after the rezoning of the City Property, but not later than commencing June 1, 2000, the Academy shall sponsor, promote and assist the availability of financial assistance to the residents of the City, subject to the financial assistance criteria set forth on Composite Exhibit "E", attached hereto and made a part hereof, to assist a youth-resident of the City in the payment of tuition for the academic program conducted by the Academy; provided, however, that this provision shall not be interpreted as a quota requirement, the City acknowledging that such financial assistance is awarded on an objective basis in compliance with the criteria set forth on Composite Exhibit "E". The City further acknowledges that academic merit and other secular and scholastic requirements are applicable to admission to the Academy. Nothing contained herein is intended to eliminate those requirements as a prerequisite to admission.

e) Community Service:

The Academy shall promote and encourage participation by high school students in the City's Alzheimer's Care Center where such involvement is suitable and appropriate to the goals and conditions of the Academy's Community Service Program.

f) Public Safety:

In connection with all athletic, promotional and special events which are to occur or may occur on the City Property or the Annexation Property, the Academy shall provide security (including costs) for crowd and traffic control based upon the following criteria:

- i. Each of the members of the private security team for properties under the direct control of the Academy shall have appropriate credentials as required by the State of Florida.
- ii. The Academy shall provide a private security force for its facilities.
- iii. The Academy shall provide an athletic trainer for all spectator sporting events.

iv. The Academy shall provide contracted fire rescue vehicle and staff for all home football games, in accordance with the Florida High School Activities Association.

g) Access:

Beginning no later than thirty (30) days before the occurrence of the first event to take place on the Annexation Property subsequent to the rezoning of the City Property, the Academy shall take such steps as shall be reasonable and sufficient to direct and encourage its participant pedestrian and vehicular traffic to approach and access the Academy's facilities by the primary use of Northwest 44th Street and in furtherance thereof, but not by way of limitation, the Academy shall:

i. Advertise its address (including on letterhead stationery, envelopes, all media and promotional advertisement) using an address consistent with and naming Northwest 44th Street as the primary civil street address of the facility;

ii. Provide and erect a monument sign at Northwest 44th Street denominating the facility as the "Westminster Academy" (or such similar identification);

iii. Prominently include with the use or erection of any signage or other promotional advertisement the name of City of Lauderdale Lakes at the Academy's entrance on West Commercial Boulevard.

h) Use of Lauderdale Lakes Address: The Academy shall use the "City of Lauderdale Lakes, FL," as its City address in all communications.

7. OTHER MUNICIPAL FEES: The Academy and the City agree that by setting forth specific fees herein, there is no intent by either party to preclude the other from challenging any other fee, except for those fees set forth specifically herein. That is to say, the levy or exaction of various fees which the City presently imposes on similarly situated facilities and which it may impose in the future are not excluded by virtue of the specification of certain fees herein. Likewise, by agreeing to certain specific fees set forth herein, the Academy does not waive its rights to challenge the legitimacy of other fees presently being imposed on similar facilities or such fees as may be imposed in the future; provided, however, that the Academy agrees not to challenge the fees described hereby.