

SEPARATION AGREEMENT AND MUTUAL RELEASE

This Separation Agreement and Mutual Release (“Agreement”) between YOUNG AT ART OF BROWARD, INC., a Florida not-for-profit corporation (“YAA”), and BROWARD COUNTY, a political subdivision of the State of Florida (“County”) (together the “Parties” and each a “Party”), is effective on the date that it is fully executed by the Parties (“Effective Date”).

RECITALS

A. The County owns the property described in **Exhibit A** (the “Premises”), which includes a 56,000 square foot building and parking venue located at 751 SW 121st Avenue, Davie, FL 33325. On December 5, 2006, the County and YAA entered into a lease and funding agreement (“2006 Agreement”) which allowed YAA to occupy a portion of the Premises for certain limited purposes, including as a children’s art museum. In February 2014, the Parties replaced the 2006 Agreement with the 2014 Prior Lease Agreement (“2014 Lease”).

B. On July 1, 2018, the Parties entered into a Revised Lease Agreement which replaced and superseded the 2014 Lease (“Revised Lease”).

C. Several disputes have arisen between the Parties with respect to their obligations under the Revised Lease. In order to resolve these disputes and to avoid the costs and uncertainty of potential litigation, the Parties wish to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which each Party hereby acknowledges, the Parties agree as follows:

TERMS AND CONDITIONS

1. **Recitals**. The recitals stated above are accurate and are fully incorporated herein.
2. **Defined Terms**. All capitalized terms used in this Agreement shall have the same meaning given such terms in the Revised Lease, unless otherwise defined in this Agreement.
3. **Termination of Revised Lease**. The Revised Lease shall be terminated effective sixty (60) days after the Effective Date (“Termination Date”). Upon the Termination Date, the Parties shall have no further rights, responsibilities, or obligations under the Revised Lease except for (i) those rights, responsibilities, and obligations set forth in Articles 8 and 12.1.1 of the Revised Lease; and (ii) any rights and responsibilities expressly stated in this Agreement.
4. **Surrender and Vacation of Premises**. On or before the Termination Date, YAA shall peaceably vacate, surrender, and deliver possession of the Premises and Used Area to County in accordance with the conditions set forth below:
 - a. On or before the Termination Date, YAA must fully remove the items listed on pages 2 through 70 of the inventory list attached hereto as Exhibit B (“Inventory List”) from the Premises and Used Area. In addition, YAA may, on or before the Termination Date, remove the items listed on pages 71 through 103 of the Inventory List from

the Premises and Used Area. YAA shall allow County representatives to be present during the removal of any of the items listed in the Inventory List (except for the removal of personal property located within the enclosed personal offices and cubicles of the YAA staff) and to inspect (at any time and as many times as County desires) the Premises and Used Area (including the enclosed personal offices and cubicles of the YAA staff) prior to YAA's surrender of possession to County. YAA may not remove any items from the Premises or Used Area unless such items are listed in the Inventory List. YAA may paint over any of the Exhibitions listed in the Inventory List prior to the Termination Date in order to protect or conceal any intellectual property contained in/on the Exhibitions. YAA shall ensure that any painting of the Exhibitions occurs in a neat and orderly manner and shall use best efforts to prevent paint from touching or making contact with any property except for the Exhibitions being painted. If any paint touches or makes contact with any property that is not part of an Exhibition listed in the Inventory List, YAA shall promptly remove such paint without causing any damage to such property. Any items that are listed in the Inventory List but that are not removed from the Used Area or Premises prior to the Termination Date, and any other property left in the Premises or Used Area as of the Termination Date, shall be deemed abandoned by YAA and County may thereupon take possession, retain, convey, or destroy or dispose of such property in County's sole and absolute discretion, without any accounting or liability to the County.

- b. YAA shall perform all actions normally and reasonably attendant to the surrender and delivery of commercially leased property, including, without limitation, the transfer of possession and control of all keys depicted in Exhibit C.
- c. Except for reasonable wear and tear and any alteration or improvement permitted pursuant to Section 5.7 of the Revised Lease, the Premises and Used Area shall be surrendered to the County in the same condition as they were on the effective date of the Revised Lease as evidenced by the Premises Condition Assessment attached as Exhibit B to the Revised Lease.
- d. The Exhibitions listed on pages 7, 10, 15, 17, 59, 73, 75, 79, 93, 94, 95, and 97 of the Inventory List ("S&E Exhibitions") contain sprinkler or electrical components owned by the County. County shall, within two (2) weeks after the Effective Date, take whatever measures it deems necessary to protect and/or remove any electrical or sprinkler components contained in the S&E Exhibitions. YAA shall take all steps necessary to ensure that County has full access to the S&E Exhibitions during such two-week period. YAA may not remove any of the S&E Exhibitions from the Premises or Used Area or make any modification to the S&E Exhibitions until after the earlier of (i) the date in which County provides YAA with notice that it has taken whatever measures it deems necessary to protect and/or remove any electrical or sprinkler components contained in the S&E Exhibitions or (ii) the date which is at least two (2) weeks after the Effective Date.

5. **YAA Signage.** County shall, prior to the Termination Date, remove and deliver to YAA the sign depicted in **Exhibit D**. County shall not be responsible or liable for any damage caused to the sign during the removal process.

6. **Outstanding Payments.** YAA has failed to pay County at least Nine Hundred Sixty-Six Thousand Six Hundred and Twenty-Eight Dollars (\$966,628) in rent, Operating Expenses, and late fees ("Unpaid Amounts"), of which Four Hundred Twenty-Two Thousand Seven Hundred and Eight Dollars (\$422,708) was due and outstanding prior to the County issuing its first Covid-19 Emergency Order, and agrees that such Unpaid Amounts continue to accrue pursuant to the Revised Lease. YAA acknowledges and understands that the County is agreeing to terminate the Revised Lease, thereby discharging YAA of its obligation to pay the Unpaid Amounts, in exchange for YAA vacating and turning over possession of the Premises and Used Area in accordance with this Agreement. As such, if YAA fails to timely vacate and turn over possession of the Premises and Used Area as set forth in this Agreement, YAA shall remain responsible for, among other things, the Unpaid Amounts and any rent, Operating Expenses, and late fees that accrue under the Revised Lease.

7. **Representations and warranties.** YAA represents and warrants that (i) YAA has not caused any damage or alterations to the Used Area or Premises, except for approved alterations as set forth in the Revised Lease, (ii) YAA has not and will not cause any damage to the electrical or sprinkler components contained in the S&E Exhibitions, (iii) other than any claims asserted by the County, YAA has no knowledge of any pending or threatened claims that involve the Used Area or Premises, and (iv) YAA has not caused, allowed, or to its knowledge suffered any environmental violation of Broward County, state, or federal laws or regulations in connection with the Used Area or Premises. In addition, YAA hereby represents and warrants that there are no agreements, including sponsorship or naming rights agreements or any other agreements permitted by Section 5.8 of the Revised Lease (including any agreements between YAA and the Zinns), currently in effect or set to be in effect in the future between YAA and any third party which in any way relate to the Premises or Used Area. YAA acknowledges and understands that the representations and warranties contained in this Section 7 are a material inducement to the County entering into this Agreement.

8. **Maintenance.** The County shall have no maintenance obligations related to the Premises or Used Area from the Effective Date through the Termination Date unless (i) the Revised Lease expressly imposes a specific maintenance obligation upon County and (ii) County's fulfillment of such maintenance obligation is necessary to protect the health and safety of the public. County shall provide power and HVAC in the Used Area from the Effective Date through the Termination Date. Except for any maintenance obligations imposed or required by the Revised Lease, YAA shall have no maintenance obligations related to the Premises or Used Area.

9. **Mutual Releases.** Excluding only the rights, obligations, and representations set forth in this Agreement, the Parties do respectively release, acquit, and forever discharge each other, and all of their officers, employees, attorneys, members, or agents, from all claims, counterclaims, crossclaims, demands, damages, causes of action, obligations, interest, expenses, insurance coverage, indemnification, bad faith, defense and litigation costs, including attorneys' fees, and losses of every kind and nature, whether known or unknown, seen or unforeseen, suspected or unsuspected, matured or unmatured, resulting from, relating to, or in connection with

the Revised Lease, Premises, YAA Museum Premises, Used Area, County Building, Exhibitions, 2006 Agreement, and/or the 2014 Lease.

10. **Extension of Termination Date.** The Termination Date shall be extended (i.e., pushed back) only under the following circumstances: (a) it shall be extended one day for each day Broward County is under a hurricane warning; (b) if the County Administrator, Town of Davie, or the Governor signs an emergency order preventing moving companies from operating in Broward County, the Termination Date shall be extended by the number of days on which the emergency order prohibits such moving companies from operating; or (c) if the County Administrator determines, in his or her sole discretion, that an extension is warranted, the Termination Date shall be extended by the amount of days set forth by the County Administrator in writing. If the cumulative extension provided under this Section 10 exceeds forty-five (45) days, YAA shall no longer be entitled to any extension provided for herein and County shall be entitled to immediately proceed in court to seek YAA's removal from the Premises and Used Area, and nothing contained in this Agreement shall be deemed to impede such right as exists under the Revised Lease.

11. **Waiver of eviction rights.** To the full extent permissible under applicable law, YAA hereby waives any and all eviction and occupancy rights or protections provided by Florida law, including any rights or protections set forth in Chapter 83 of the Florida Statutes, and agrees to a stipulated eviction order (i.e., Final Judgment) and a writ of possession to be held in escrow by the County in substantially the forms attached hereto as **Exhibit E and Exhibit F**. If YAA fails to vacate, surrender, and deliver possession of the Premises and Used Area to County by the Termination Date, as same may be extended pursuant to Section 10 above, County shall be entitled to, among other rights granted under this Agreement, (i) pursue eviction proceedings against YAA, (ii) remove the stipulated eviction order and/or writ of possession from escrow, and (iii) file the stipulated eviction order and/or writ of possession with the court. If County files the stipulated eviction order and/or writ of possession as set forth in the prior sentence, YAA shall not challenge or dispute the validity or legality of the stipulated eviction order or writ of possession.

12. **Waiver of grant funding entitlement.** In exchange for the release of Thirty-Two Thousand Dollars (\$32,000.00) within five (5) calendar days after the Effective Date, and Forty-Two Thousand Five Hundred Dollars (\$42,500.00) within five (5) calendar days after YAA vacates provided that YAA vacates the Premises and Used Area on or before the Termination Date in accordance with this Agreement, YAA hereby waives and releases all claims or entitlements to any unpaid portion of the funds provided for or referenced in the March 11, 2020, Agreement between Broward County and Young at Art of Broward, Inc., for Broward Cultural Council Cultural Incentive Program FY 2020 (Incentive Numbers CINP09-2020 and CTPI4-2020) and any amendments (or proposed amendments) thereto, the proposed Place of Interest Sponsorship Agreement through the Broward County Convention and Visitors Bureau signed by YAA on June 26, 2020 (but never executed by the County), and any other agreement between County and YAA for any grant, incentive, or other funding for Fiscal Years 2020 and 2021 that has been partially or fully executed prior to the Effective Date.

13. **No Admission of Fault.** By entering into this Agreement, neither Party admits fault, but rather the Parties enter into this Agreement as a compromise of disputed claims in the interest of avoiding the costs and uncertainty of potential litigation.

14. **Fees and Costs.** Each Party shall be responsible for its own attorneys' fees and costs in connection with or in any way related to the negotiation, preparation, or performance of this Agreement, and in connection with any claims each such Party might have had that relate to this Agreement.

15. **Separation Agreement shall govern.** To the extent of any inconsistency between this Agreement and the Revised Lease, this Agreement shall govern.

16. **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any dispute arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **THE PARTIES TO THIS AGREEMENT EXPRESSLY WAIVE THEIR RIGHT TO A JURY TRIAL AS TO ANY DISPUTE ARISING OUT OF THIS AGREEMENT.**

17. **Merger; Modification.** This document incorporates, includes, and supersedes all prior negotiations, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. None of the terms or provisions of this Agreement may be waived, amended, modified, discharged, or terminated except by a written modification executed by all Parties hereto.

18. **Cooperation.** Each Party agrees to take all actions and to make, deliver, sign, and file any other documents and instruments necessary to carry out the terms, provisions, purpose, and intent of this Agreement.

19. **Waiver of Breach.** A Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

20. **Time of the Essence.** Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

21. **Relationship of the Parties; No Third-Party Beneficiaries.** This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. There are no express or intended third-party beneficiaries to this Agreement.

22. **Assignment.** Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party. Any attempt by a Party to assign its rights or obligations under this Agreement in breach of this Section shall be void and of no effect. Subject to the foregoing, this Agreement shall extend to, be binding upon, and inure to the benefit of the Parties hereto and their successors and assigns.

23. **Sovereign Immunity.** Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

24. **Severability.** If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

25. **Notices.** In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this Section unless and until changed by providing notice of such change in accordance with the provisions of this Section.

FOR COUNTY:

Ms. Bertha Henry
Broward County Administrator
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: bhenry@broward.org

With a copy to:

Broward County Attorney's Office
Attn: Andrew J. Meyers
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301
Email address: ameyers@broward.org

FOR YAA:

Ms. Nicole Mirmelli
1026 North Northlake Drive
Hollywood, Florida 33019
Email address: Nicole.Mirmelli@gmail.com

26. **Construction; Representation by Counsel.** This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party. The Parties have sought (or have had the opportunity to seek) and received whatever competent advice and counsel as they have, respectively, deemed necessary to form a full and complete understanding of all rights and obligations contained herein.

27. **Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument. Counterparts electronically transmitted shall be deemed as originals for all purposes.

28. **Captions.** The captions of the sections of this Agreement are for convenience only and shall not affect the construction or interpretation of any of the terms and provisions set forth herein.

29. **Rescission of Termination Letter.** The County hereby rescinds the termination letter sent by County to YAA on October 5, 2020 (“Termination Letter”). As such, the Termination Letter shall have no legal effect and the termination of the Revised Lease shall be governed solely by this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2020 (Agenda Item # _____), and YOUNG AT ART OF BROWARD, INC., a Florida not-for-profit corporation, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

By: _____
Mayor/Vice-Mayor

____ day of _____, 2020

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
Israel Fajardo (Date)
Assistant County Attorney

By: _____
Michael J. Kerr (Date)
Deputy County Attorney

SEPARATION AGREEMENT AND MUTUAL RELEASE

YAA

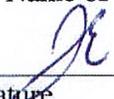
WITNESSES:

YOUNG AT ART OF BROWARD, INC., A
FLORIDA NOT-FOR-PROFIT
CORPORATION



Signature
Gerardo Davila

Print Name of Witness above



Signature
Jordan Espinoza

Print Name of Witness above

By: 

Authorized Signor

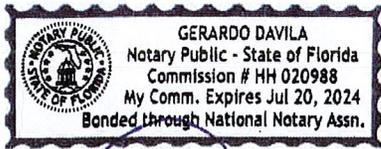
Mindy Shrago CEO

Print Name and Title

4 day of December, 2020

ATTEST:

Corporate Secretary or other person
authorized to attest




12/04/2020

(CORPORATE SEAL OR NOTARY)

EXHIBIT "A"

LEGAL DESCRIPTION : Tract A of ANDREAS-CREME, INC. Plat according to the map or Plat thereof as recorded in Plat Book 159 at page 23 of the Public Records of Broward County, Florida.
BCPA Folio: 5040-12-47-0010

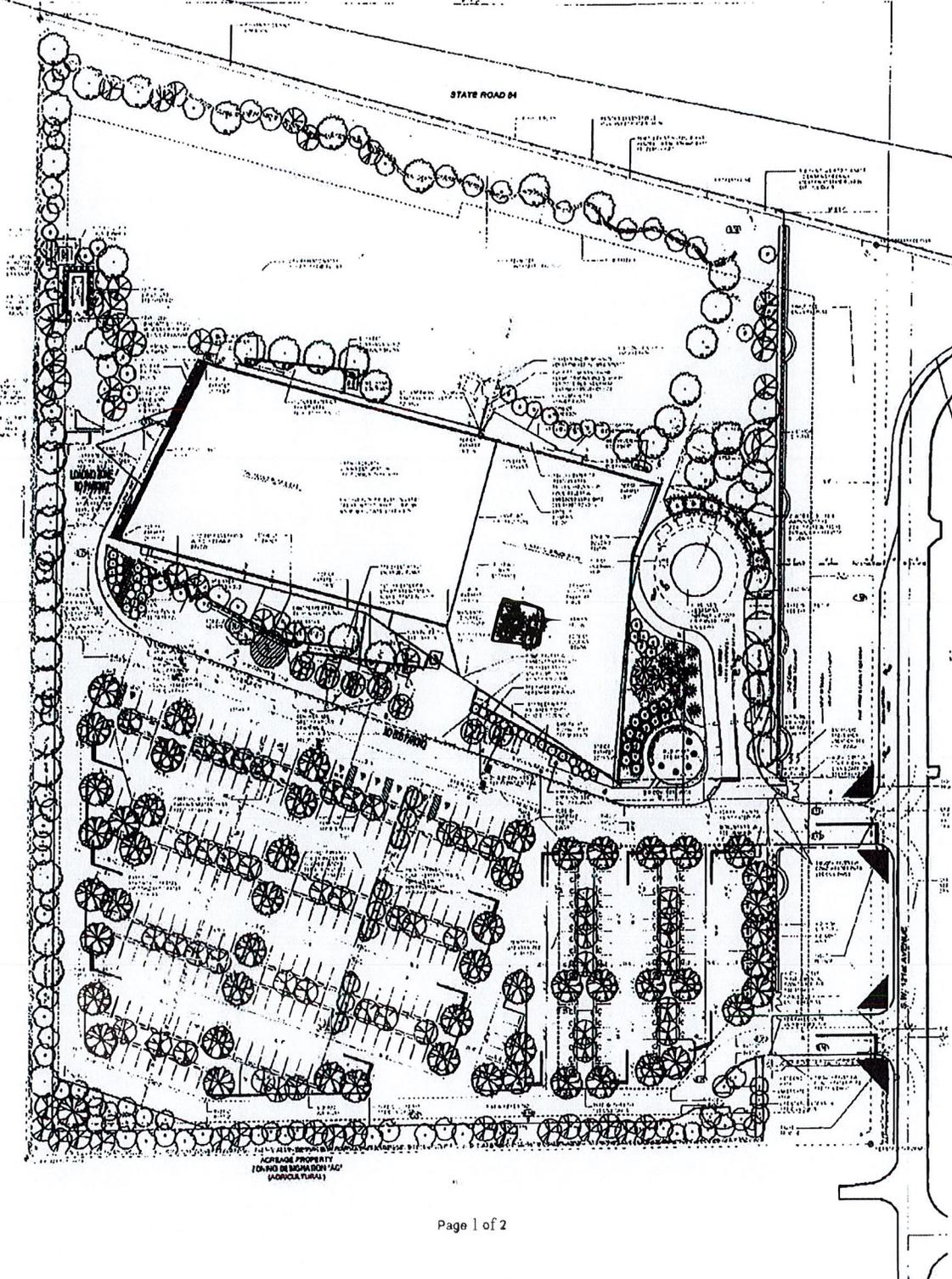


EXHIBIT "A"

BROWARD COUNTY
 CONSTRUCTION MANAGEMENT DIVISION
 100 N. W. 10th Street
 Fort Lauderdale, FL 33304
 (954) 346-2000

Children's Reading Center & Museum
 BOMA Calculations

PROJECT NO.	
DATE	
OWNER	
DESIGNER	
CONTRACT NO.	
CONTRACT DATE	
CONTRACT VALUE	
PROJECT VALUE	
PERCENTAGE	
DATE	
BY	
CHECKED BY	
DATE	

BOMA CALCCS

LEGEND

COMMON AREA
 8,506 FT²

UNITS EXCLUSIVE COUNTY SPACE
 9,872 FT²

UNITS EXCLUSIVE PERMANENT PERMITS
 38,268 FT²

TOTAL AREA PER BOMA ZES 1-1996 STANDARDS
 56,544 FT²

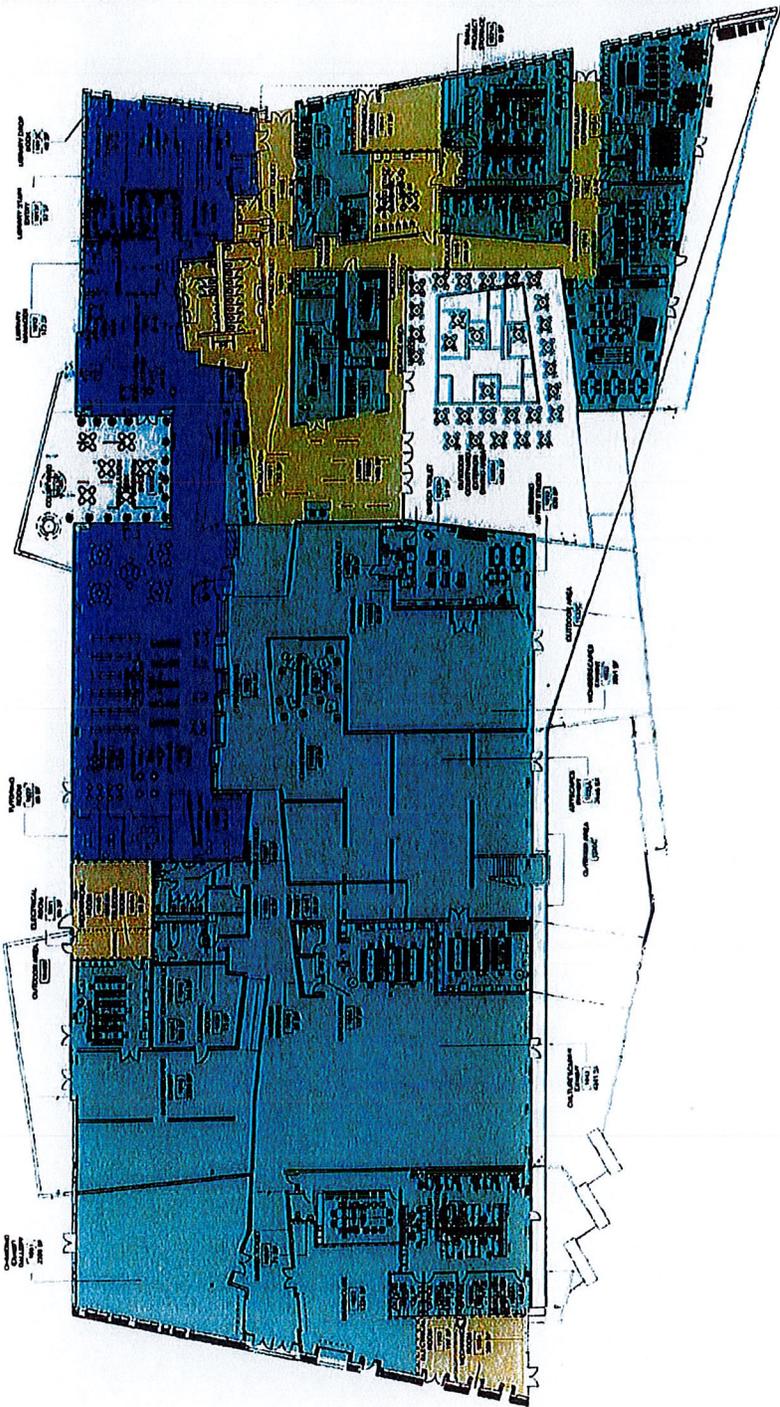


Exhibit B Inventory List

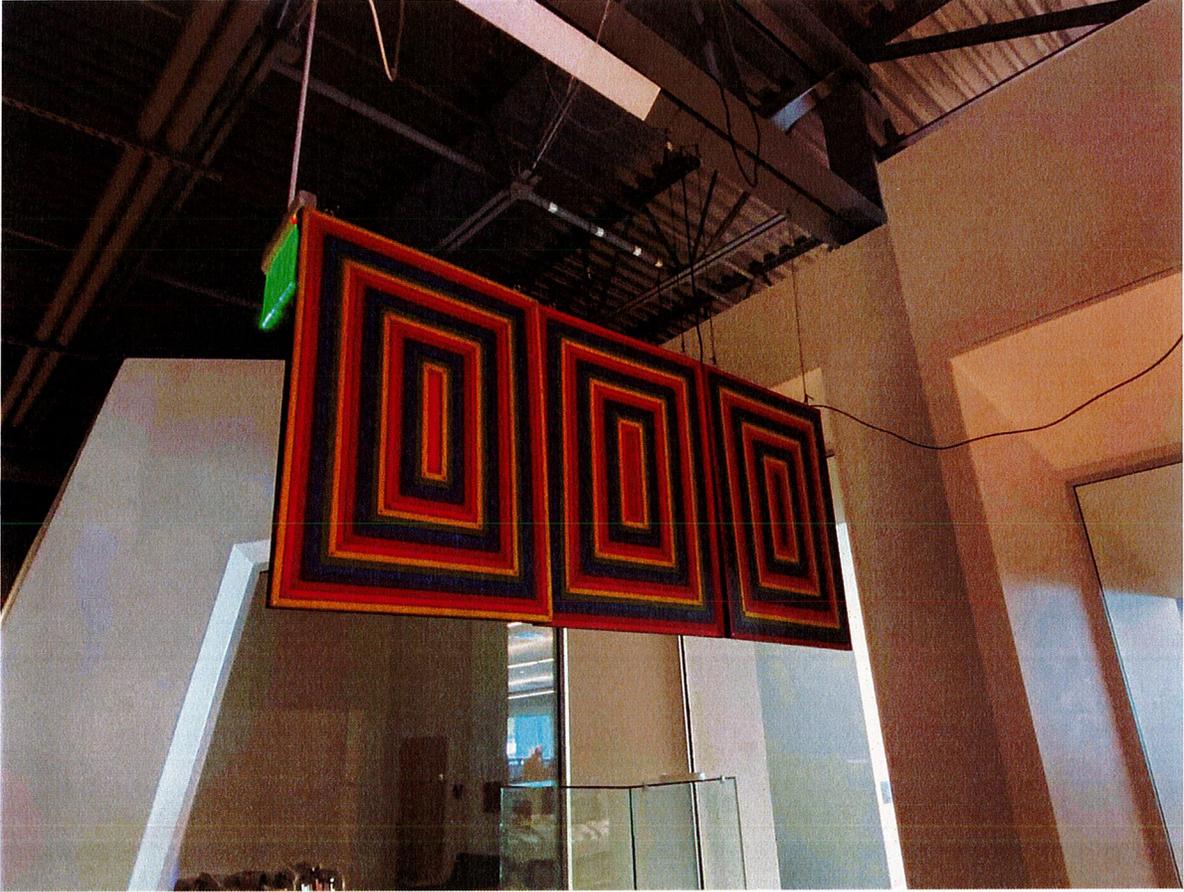
YAA must fully remove the items listed on pages 2-70 from the Premises and Used Area.

YAA may remove the items listed on pages 71-103 of the Inventory List from the Premises and Used Area.

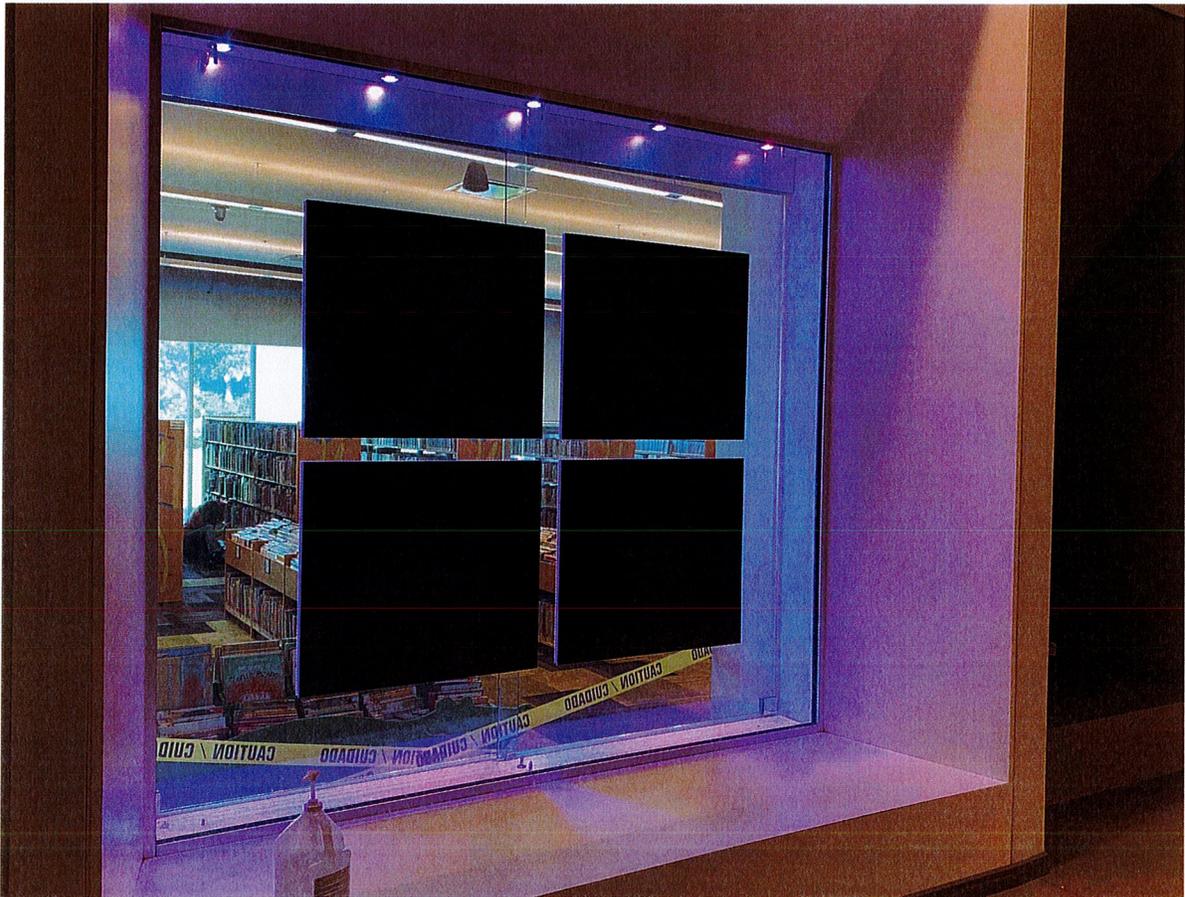
The Exhibitions listed on 7, 10, 15, 17, 59, 73, 75, 79, 93, 94, 95, 97 of the Inventory List ("S&E Exhibitions") contain sprinkler or electrical components owned by the County



Art, Paint on wood plywood and hanging sculpture, added accent lighting



Artwork



Artwork

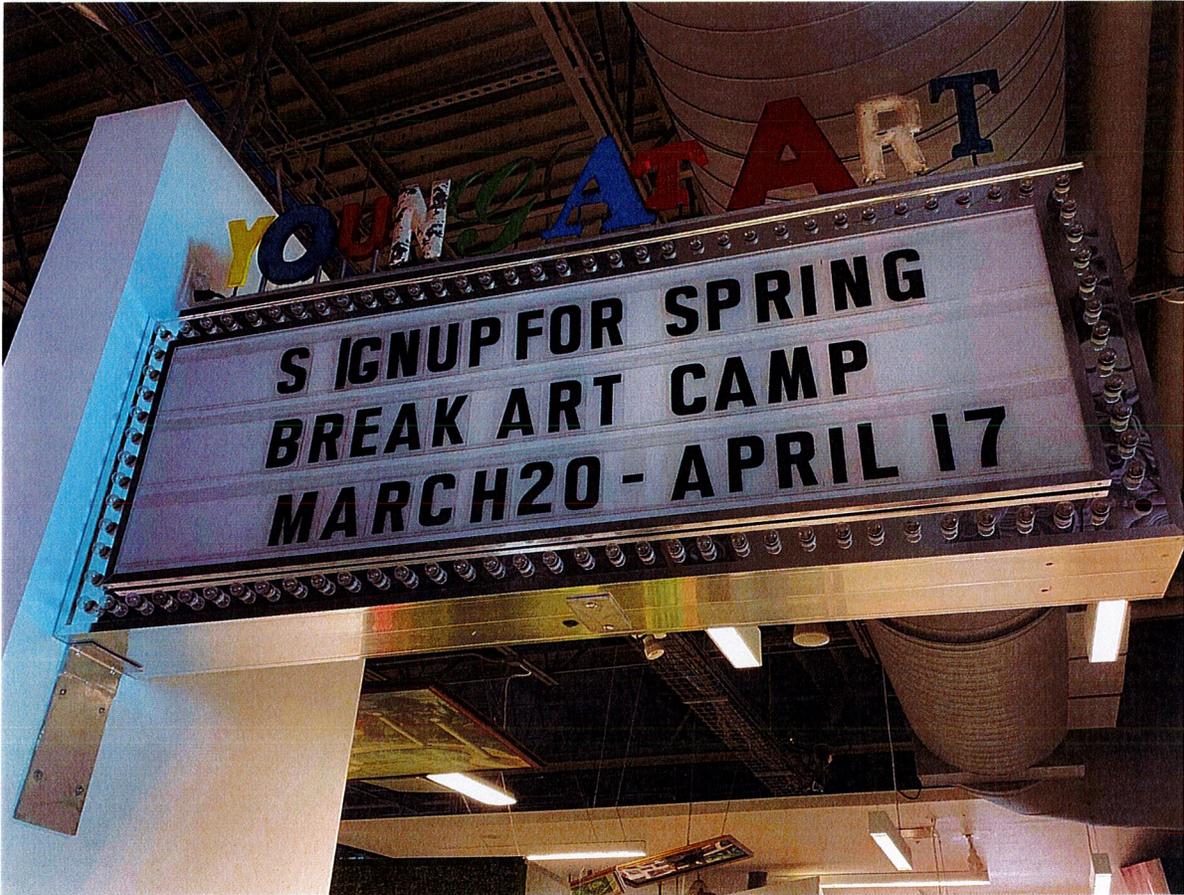


Exhibit Signage



Artwork



Cave Exhibition

S&E Exhibit



Art and Television



Art, light box, chairs, garbage can various items

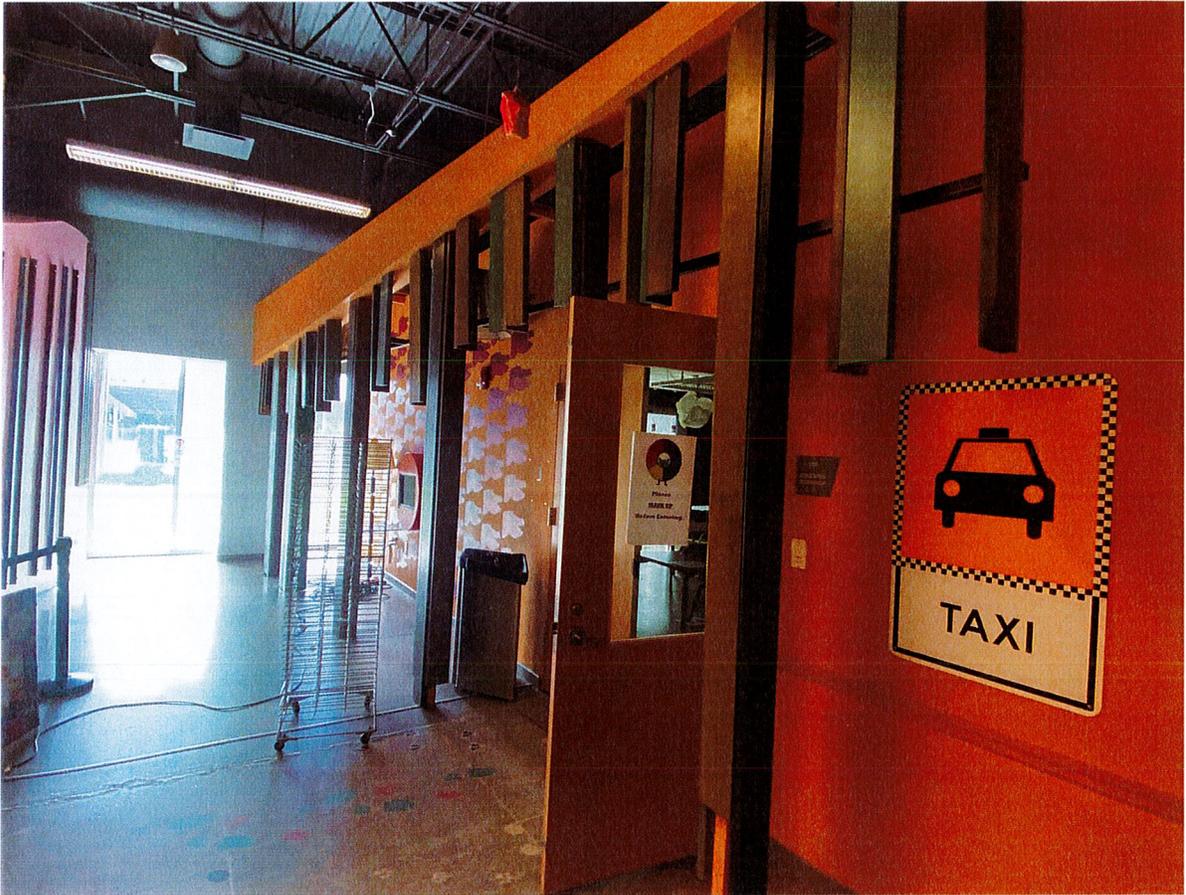


Subway Car

S&E Exhibition



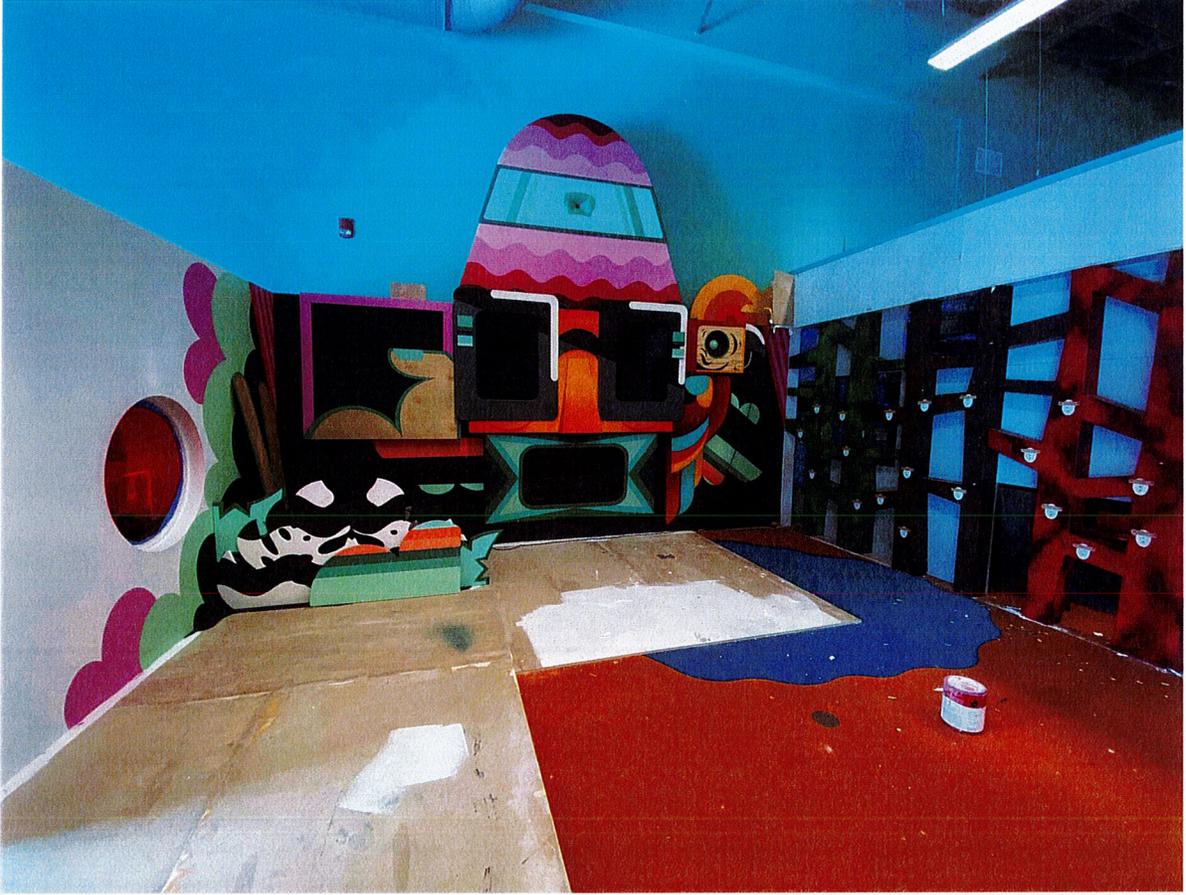
Golf Cart, arcade cabinet, artwork on walls, hanging sculpture, art signs on floor, Medical Stage / Camera Exhibition, Projector, cart with tools, personally property and various items in cabinets, table and cart



Hanging/wall wood sculpture, TV, Taxi Sign, drying rack



Room 1036 ArtScapes Classroom. tables, chairs, metal grid, Warhol lights and other personal property in room



Artwork

Hanging Exhibition Component with LED sign



S&E



TV and Lamp Artworks



Hanging sculpture with led signs

S&E



1049 Greenscapes Classroom. Tables, chairs, various personal property, and other items



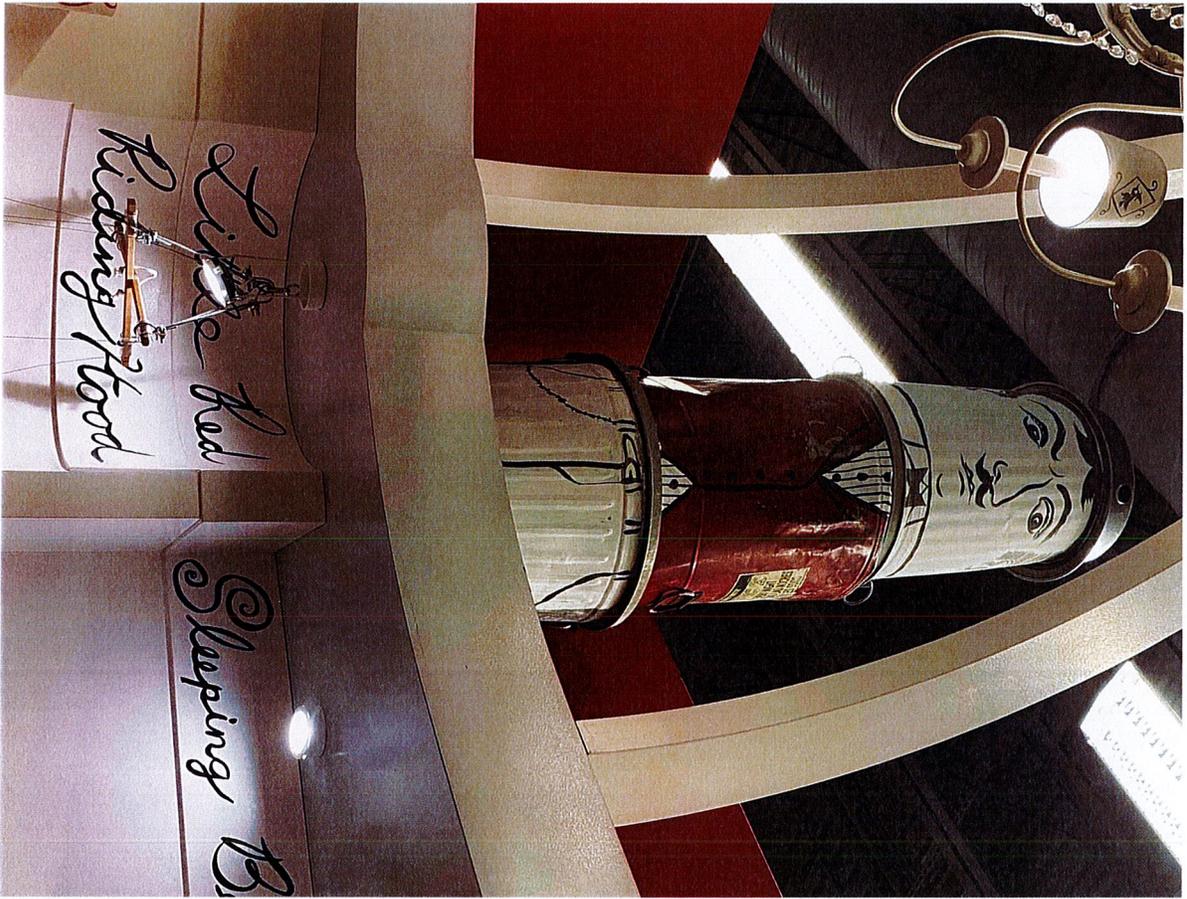
Furniture, bins, with art, and shadow puppets in Pablo Cano room



Sculptures in Pablo Cano exhibition



Sculptures, tv, projector and speakers in Pablo Cano exhibition



Sculpture in Pablo Cano exhibition



Sculpture in Pablo Cano exhibition



All personal property in Room 1051 warehouse including video game cabinets, various furniture, paint and other supplies and tools, forklift, and other equipment



Room 1050 Museum Administration
Chairs and wall decoration



1050 R Board Room. Art on walls, fan, various furniture, conference table, various personal items on counter and on in cabinets



Room 1050 Museum Administration. Furniture, paperwork computers and monitors and personal property in main office and sub offices



Room 1047 CultureScapes workshop. Cubbies various personal property in room including various personal property in cabinets and drawers



Native American Artwork, colorful interactive sculpture, wax interactive sculpture



Wood Sculpture by Ruben Ubieria in Greenscapes (Top left corner of this photo only)



Sew Machine (Sew organ) Sculptures, Framed art by Christo on left, hanging wall art piece with plexi clouds and led lights. No objects in foreground of this photo.



Wood "fake crate" exhibition display cases with artifacts and artworks inside (Left side of this photo)

Artwork on back pink wall and artwork on the floor, tv in box on the floor (back center of this photo)



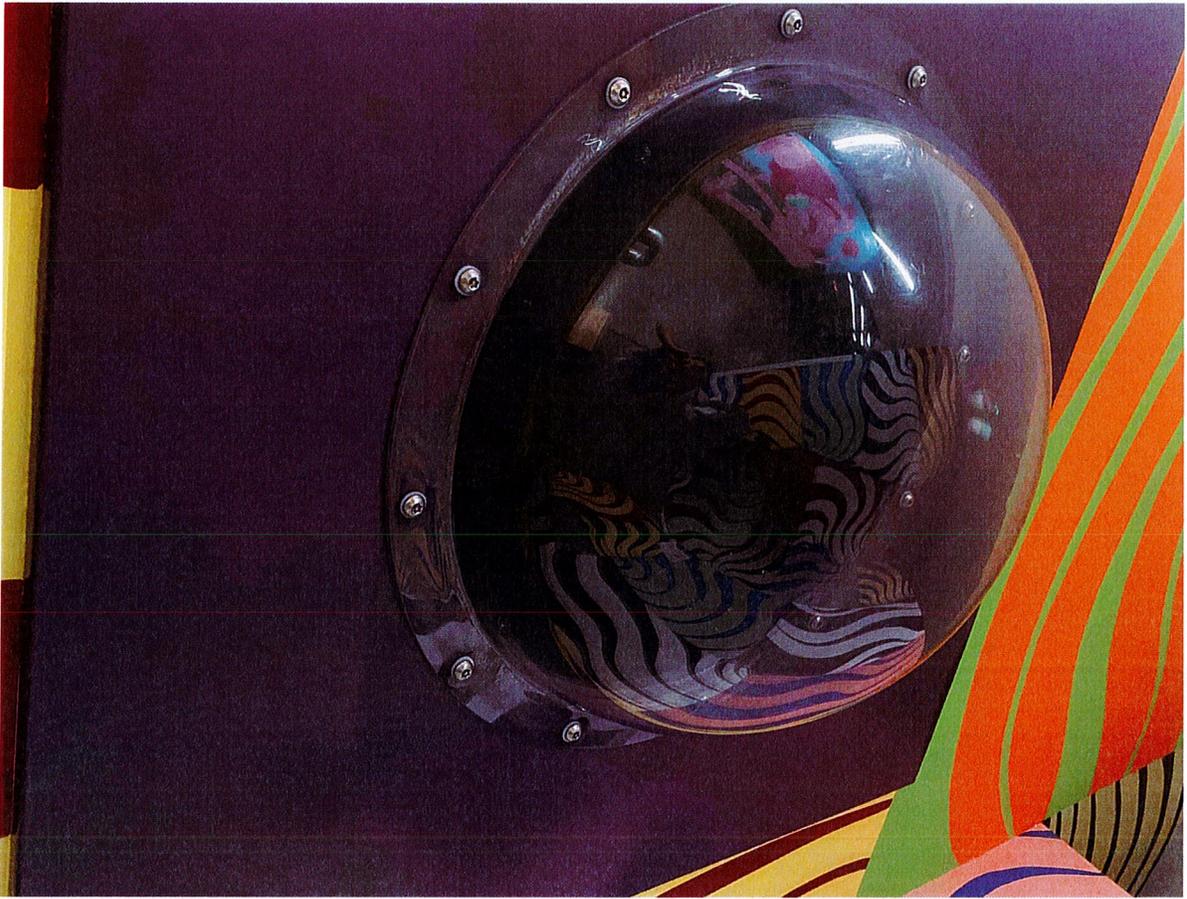
Ladder, chair, back silver decorative wall and artworks



All Hanging paintings on loan by artist Mimi Botscheller in Maze



Op Artworks, art skateboard deck, bicycle wheel artwork



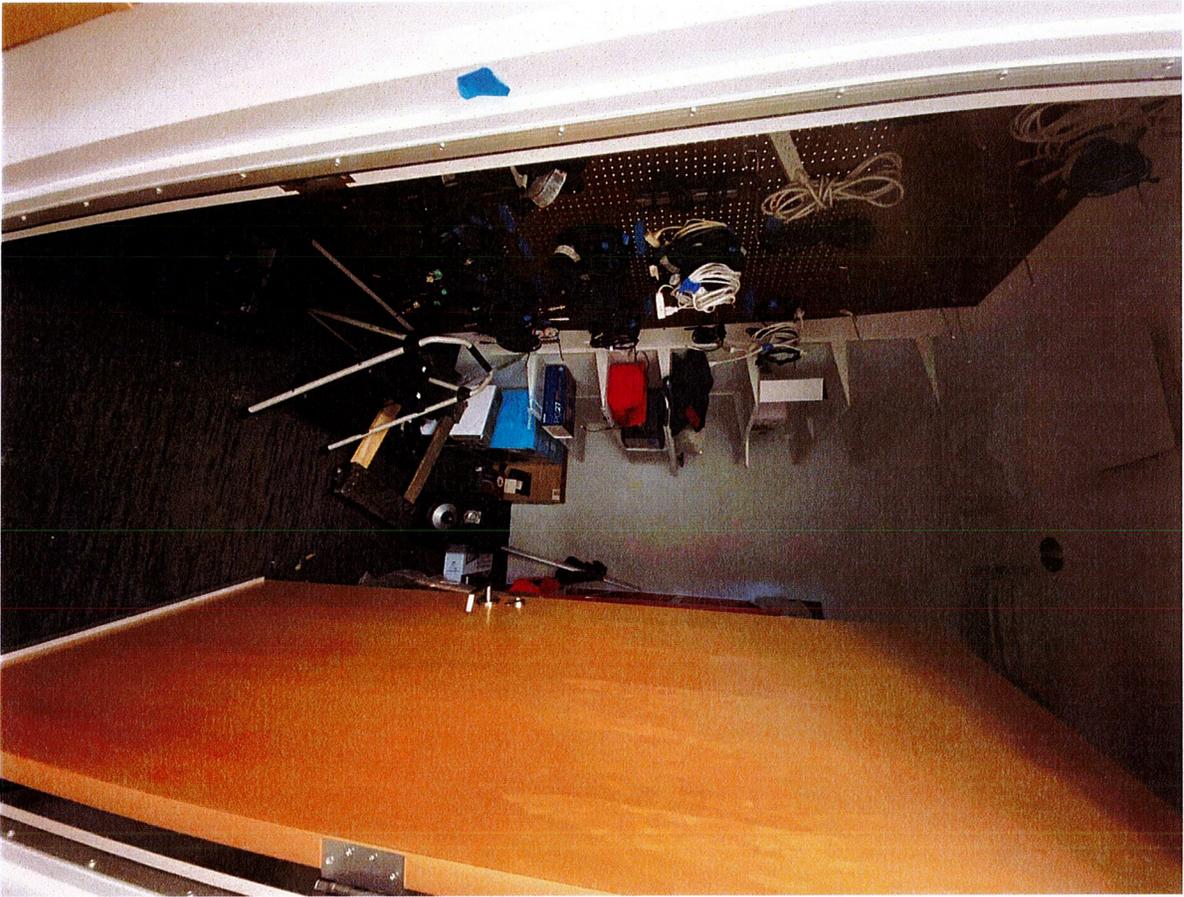
Bubble window in stomp exhibition



1006 Museum Teen Center. Shelving and objects on shelving, personal property on table, furniture, couches, end table, personal property in cabinets and drawers,



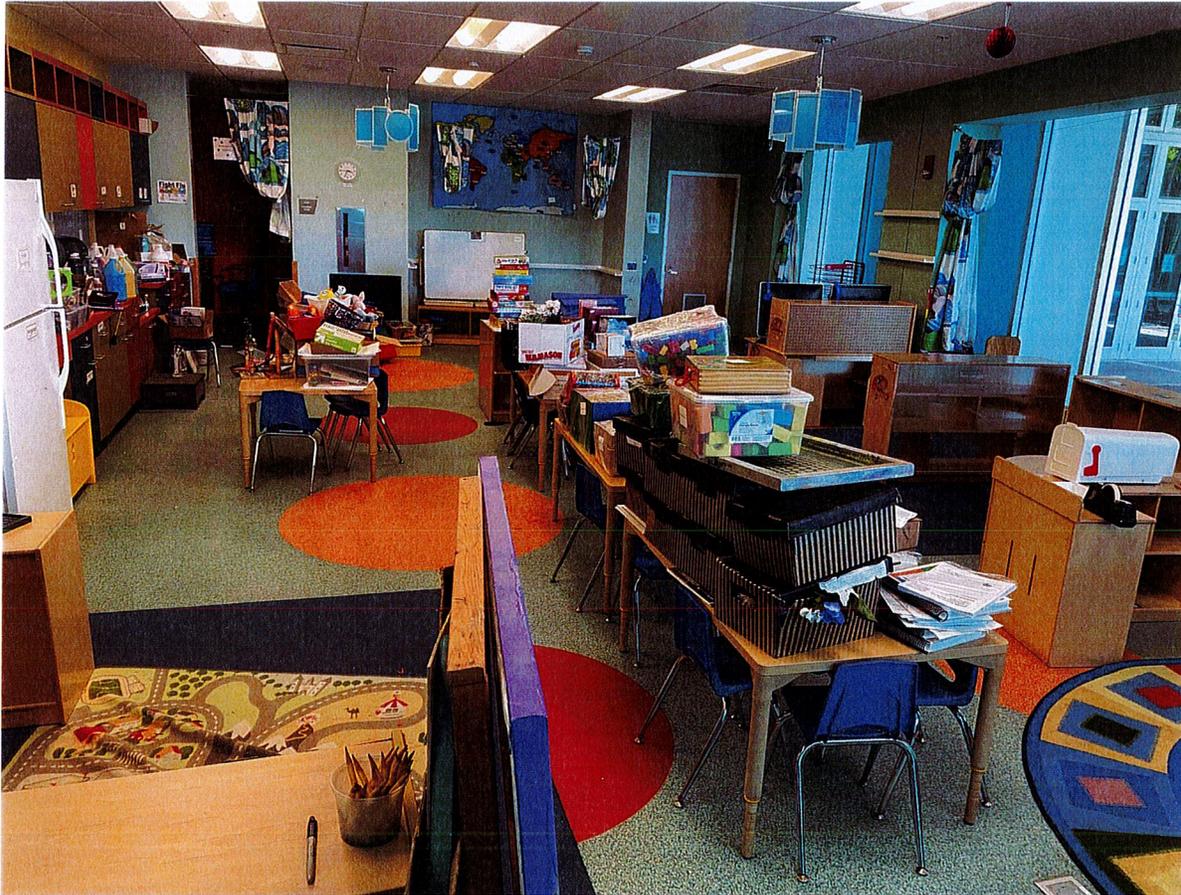
Room 1006 Museum Teen Center. Furniture including tables couch and chair, personal property, technology such as TV, Computer



Sound Booth in Teen Center Room. Various shelving and tech items such as sound equipment and other AV equipment



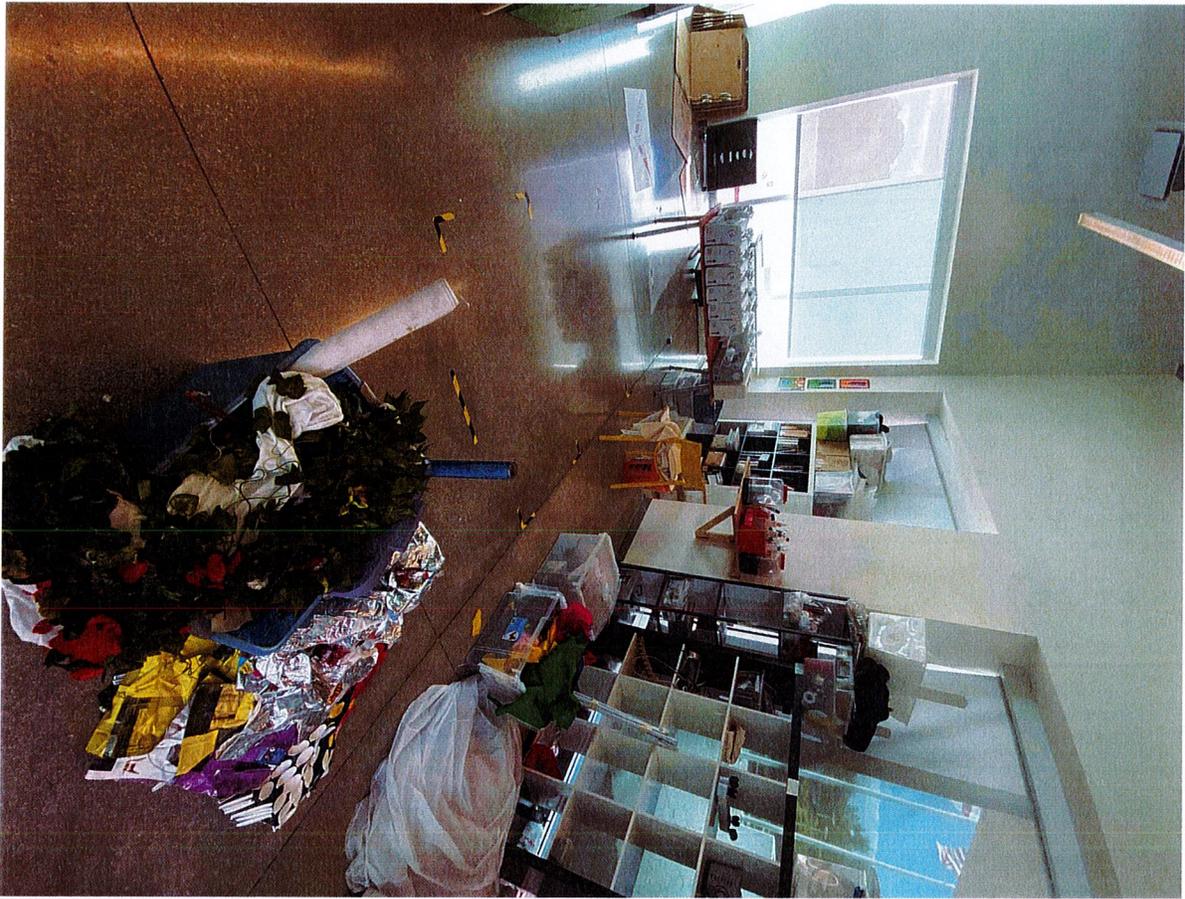
Recording Studio in Teen Center. Paperwork, artwork, furniture, various tech equipment



1033 Early Childhood Studio. Furniture including tables and chairs, cubbies, rugs, art materials in cabinets, other personal property in drawers, cabinets and in room



Room 1017 Painting and Printmaking studio. Printing press, drying rack, various furniture including tables and chairs, art materials



Room 1017 Painting and Printmaking studio., various furniture including tables and chairs, art materials, sewing machines



Museum Visitor Service 1019. Office supplies, office furniture, personal property in and on furniture and in office, paperwork



Museum Visitor Service 1019. Office supplies, office furniture, personal property in and on furniture and in office, paperwork, coffee machine,



Artworks and personal property in storage closet in back of Education Offices



Artworks and personal property in storage closet in back of Education Offices



Tables, pedestals and vitrines showcasing art in museum and artwork being showcased



Vending Machines



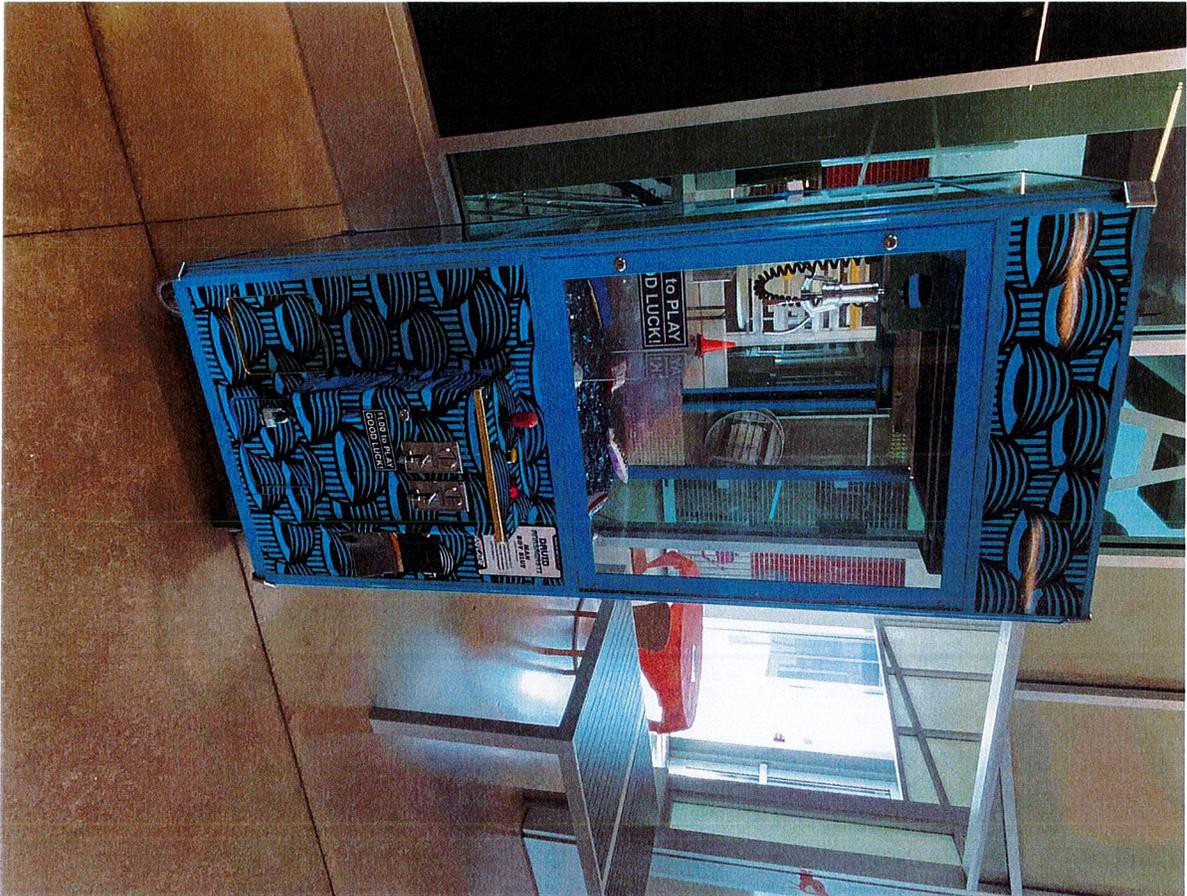
Room 1024 Ceramic Studio. Tables, furniture including tables, chairs, stools, art rack on wheels and other personal property



Room 1024 Ceramic Studio. Tables, furniture including tables, chairs, stools, storage, art rack on wheels and other personal property



Art on display and display cases, potters wheels, various personal property including toys, pool noodles, art supplies



Lobby. Arcade game artwork, tables, chairs and other furniture



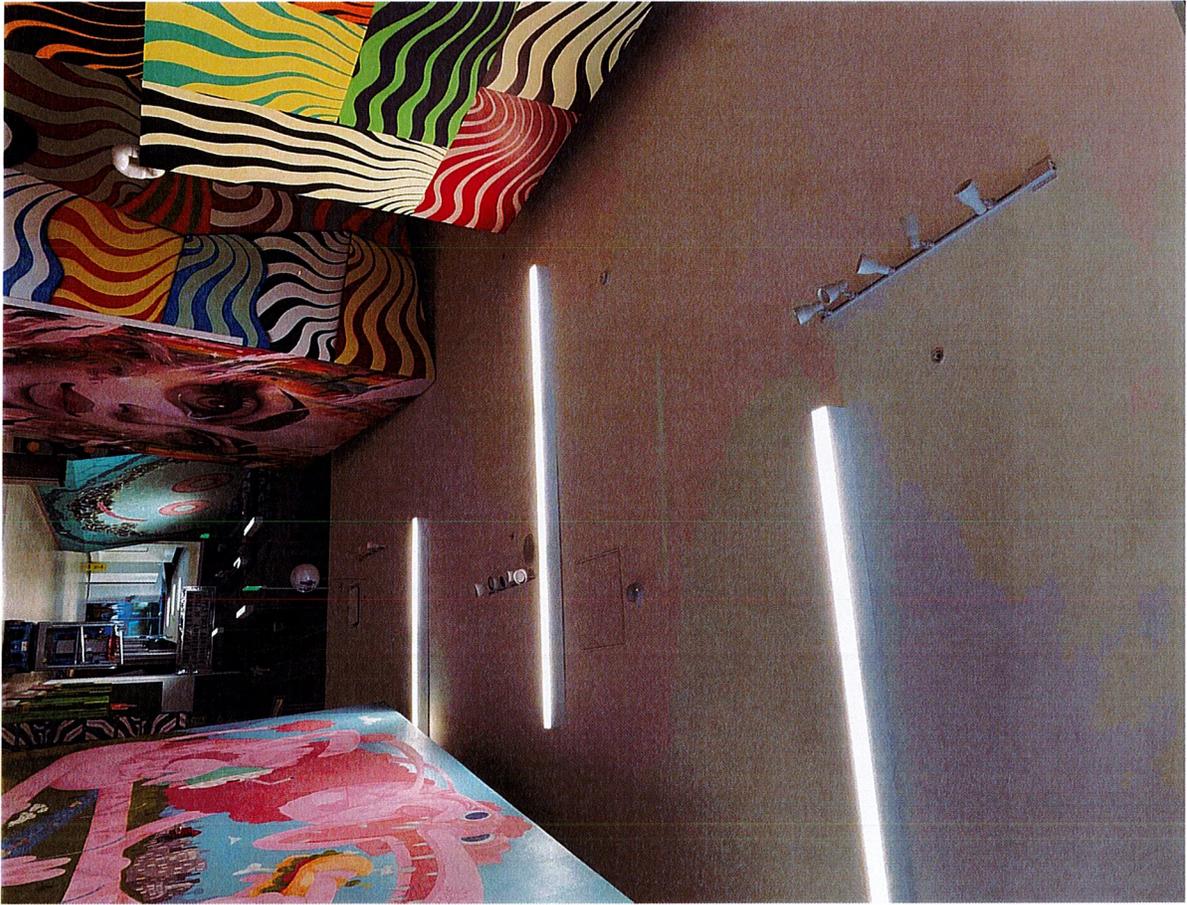
Cafe. Furniture, tables chairs, freezer, cafe display case



Lobby. Tables, chairs, cone, storage bin with personal items, easels



Easels in Lobby



Scissor Lift



Various personal property in Wonderscapes exhibition gallery. Furniture, exhibition components around the perimeter of the gallery in photo. (not cabinets)



Wonderscapes Exhibition Gallery. Exhibition components on perimeter of gallery in photo such as mirror triangle, early childhood motor skills exhibition component, farm stand, other exhibit components in photo



Wonderscapes Rose garden
S&E



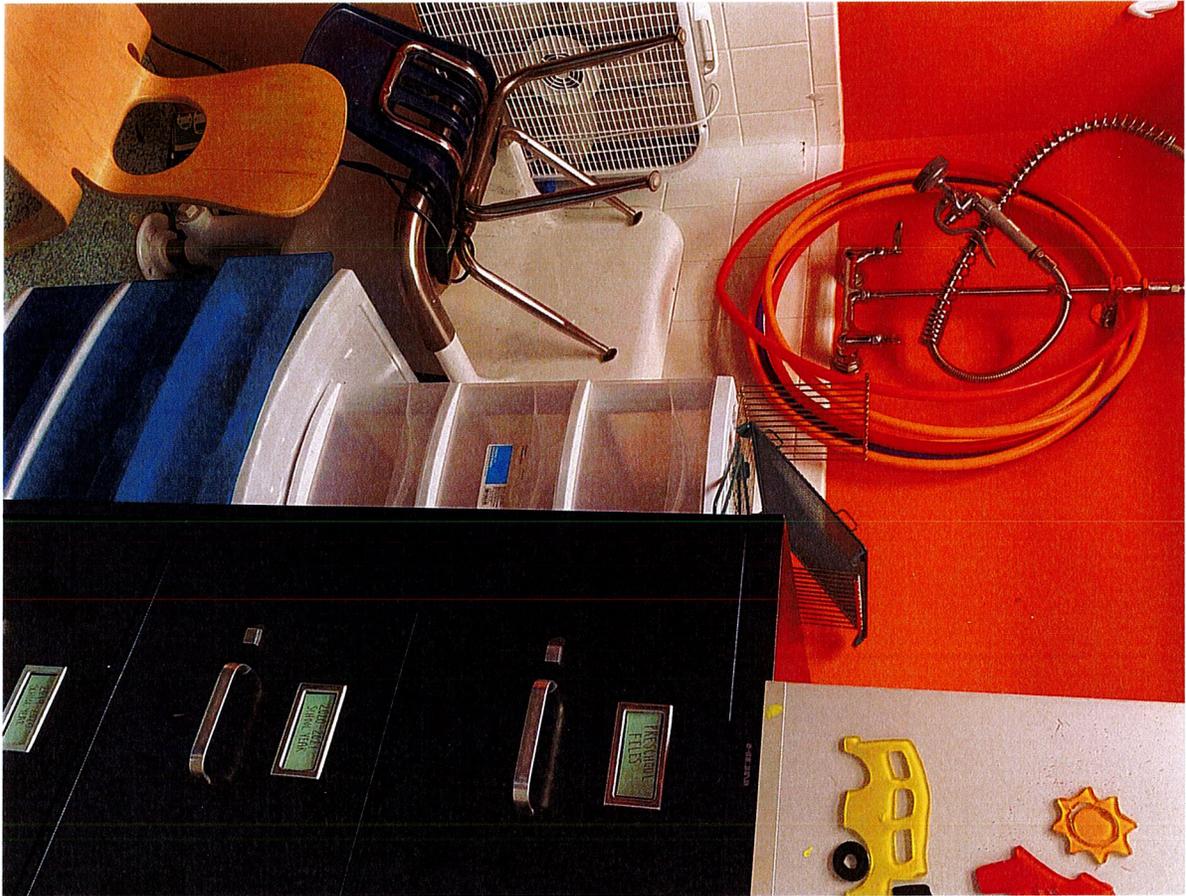
Wonderscapes Motor Skills interactive exhibition components in photo and all framed artwork on the walls in the gallery



Toys and objects in Wonderscapes Gallery, puppet show interactive exhibition component, stanchions, chairs and furniture in photo, art on the wall in photo



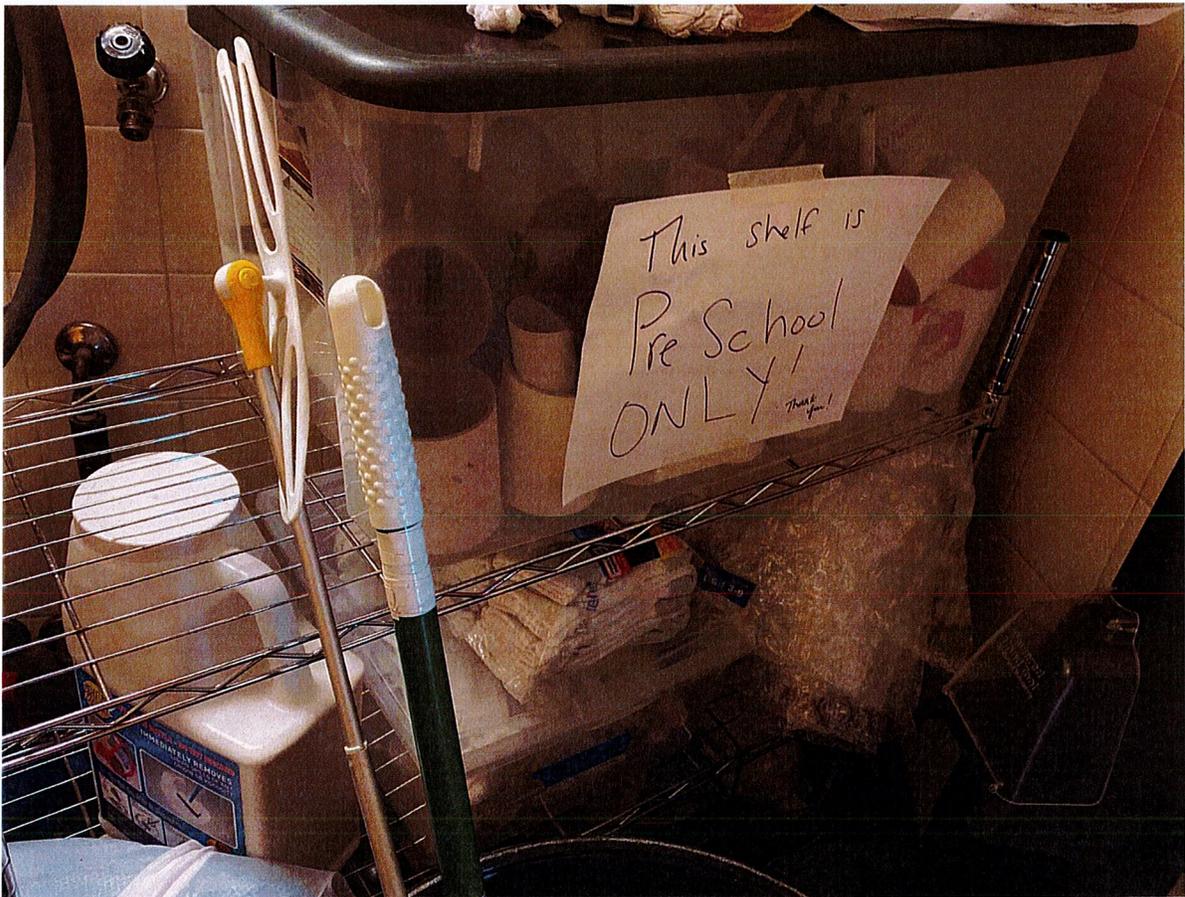
Motor skills ball interactive kinetic sculptures in wonderscapes, stool



Storage, filing cabinets, furniture and various personal property in early childhood classroom teacher area



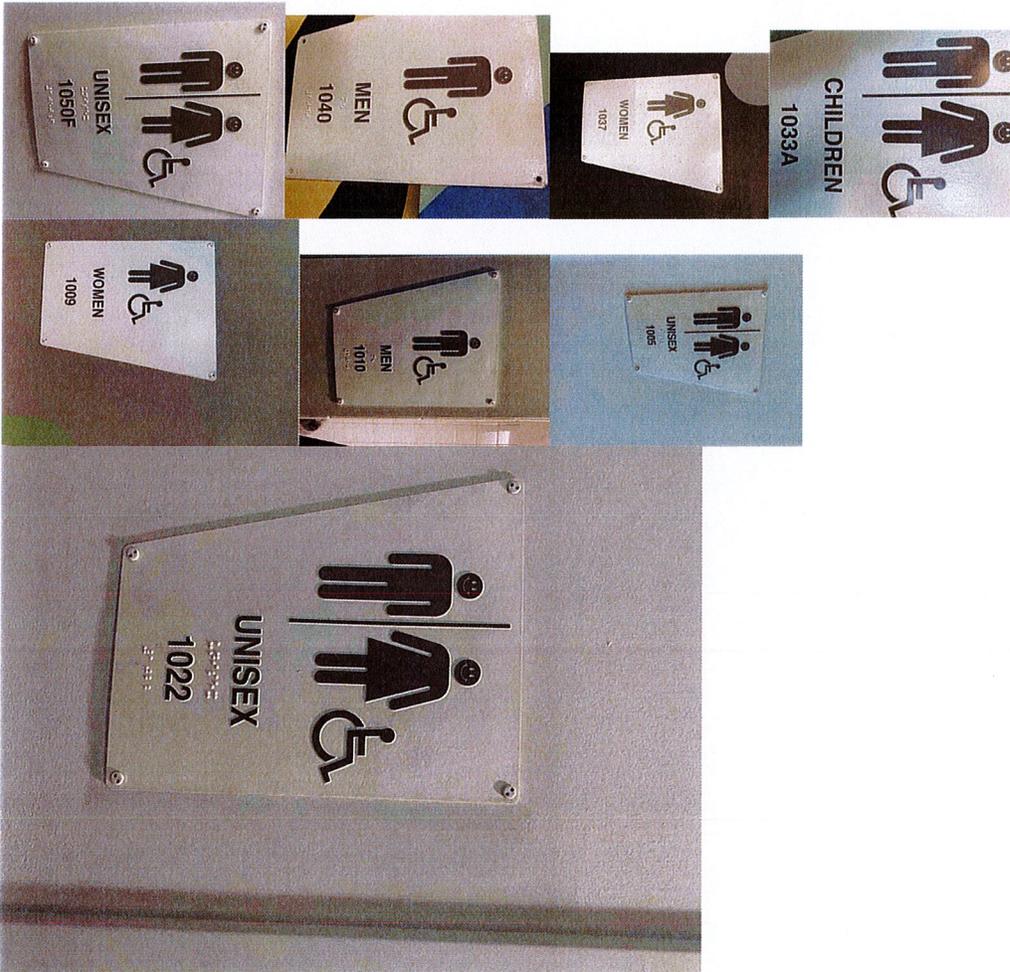
Storage, filing cabinets, furniture, printer computer, and various personal property in early childhood classroom teacher area



1032b custodial room in early childhood area. Cleaning equipment and supplies, various personal property



1032b custodial room in early childhood area. Cleaning equipment and supplies, various personal property



Signage with intellectual property created collaboratively with Young At Art Staff



Screen burner and various supplies including screens, blubs



Room 1018 Imaging studio / Darkroom equipment including fan, enlargers, various chemicals darkroom sink, small table plastic storage bins and other equipment and personal property in the darkroom



Artwork on spinning panels

**YAA may remove the items listed on the following pages of the Inventory List from the Premises and used area.



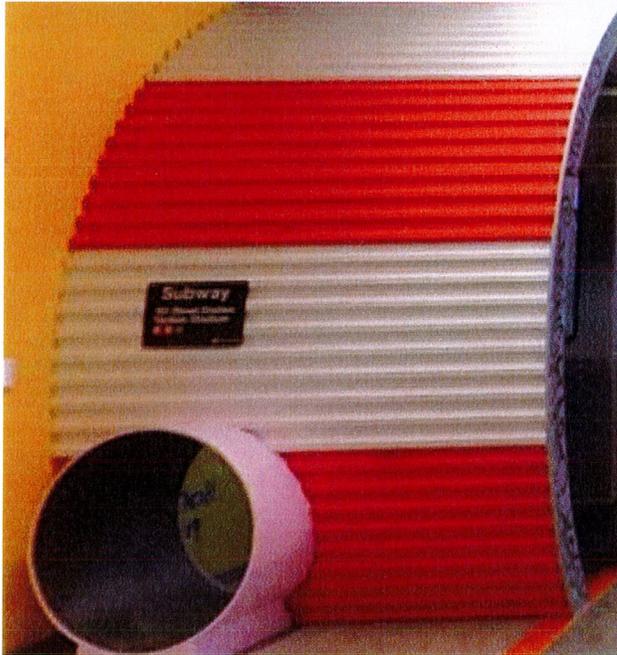
Spinning HoneyComb Wall Exhibition Component



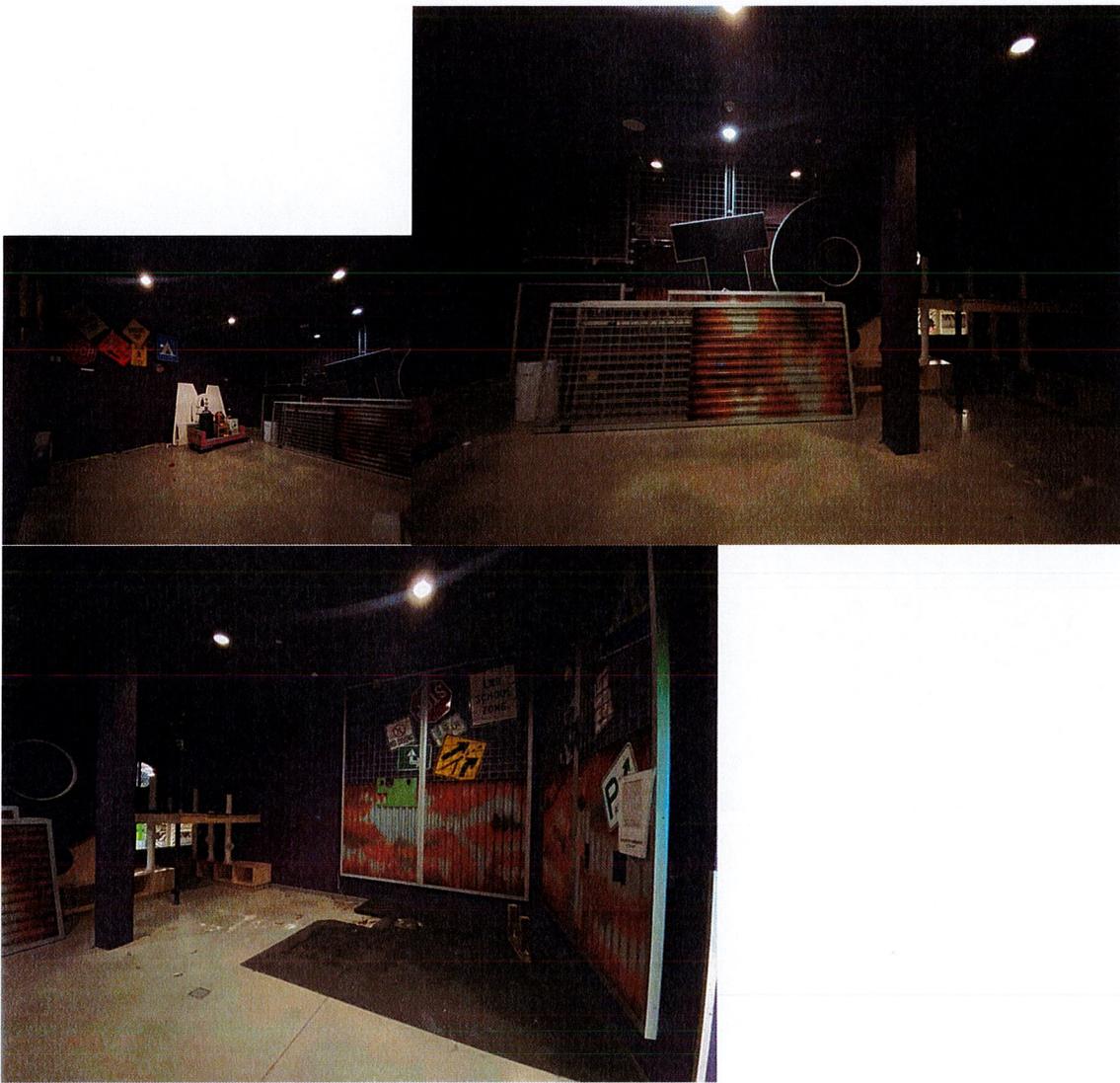
Dreamscapes Maze, art on walls, various found objects, hanging art installation, interior maze sculpture with surreal/DADA wallpaper and decoration



Handrail and art pattern fence sculpture, Arch
S&E



Subway Exhibition Sculpture Arch
S&E



1048 remains of Stomp Installation



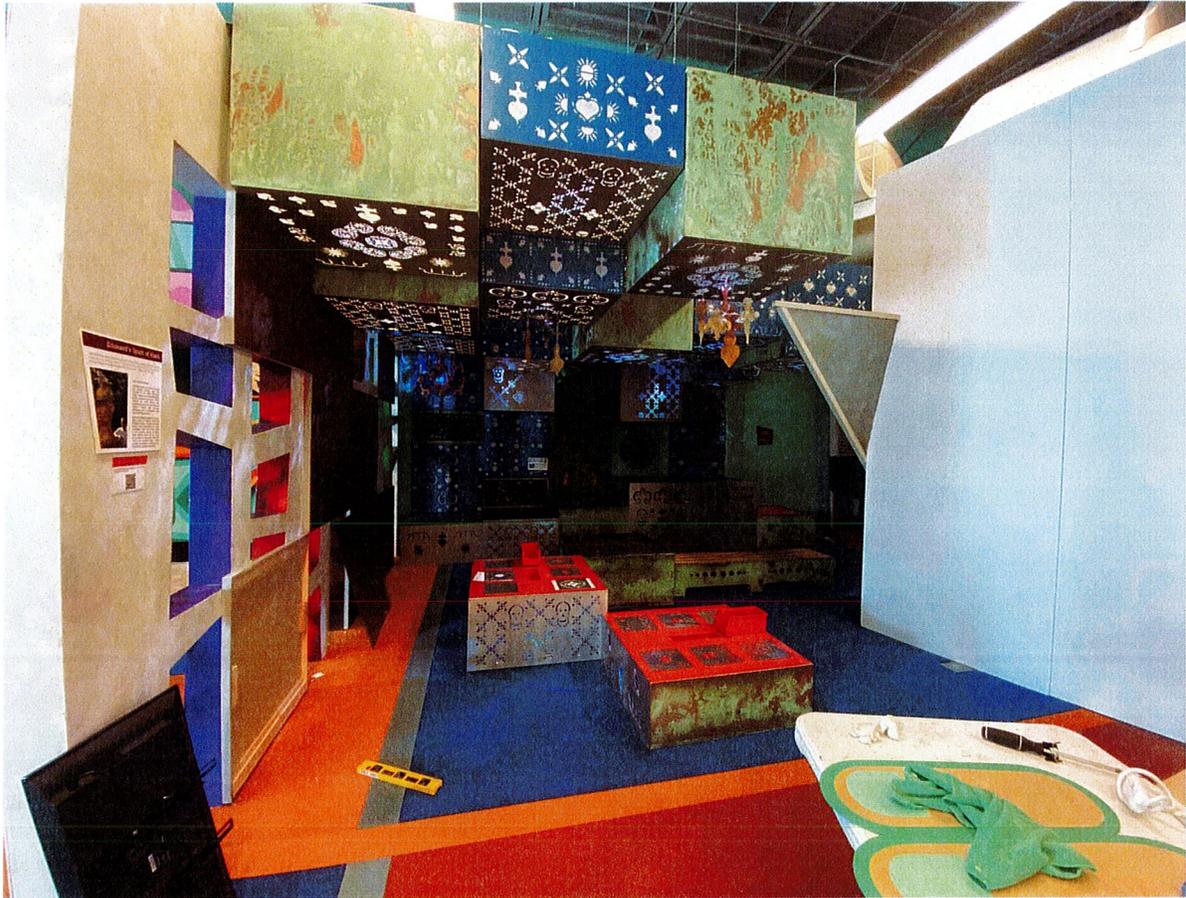
Wave Climbing Sculpture By Thomas Lucky



African Hut S&E



African Exhibition with custom art by Chissko Kondowe, table various personal property in cabinets, dolly



Eduard Duvalle Carrie art installation, Haitian artwork, activity tables and magnet activity



Japan Block Printing and Exhibition, cabinets with custom artwork panels, artwork, skateboard art piece press, small personal property in cabinets and on shelving



Giant Japanese Kokeshi Head Doll Sculpture
S&E



Inside artworks installed in oversized Japanese Kokeshi head sculpture



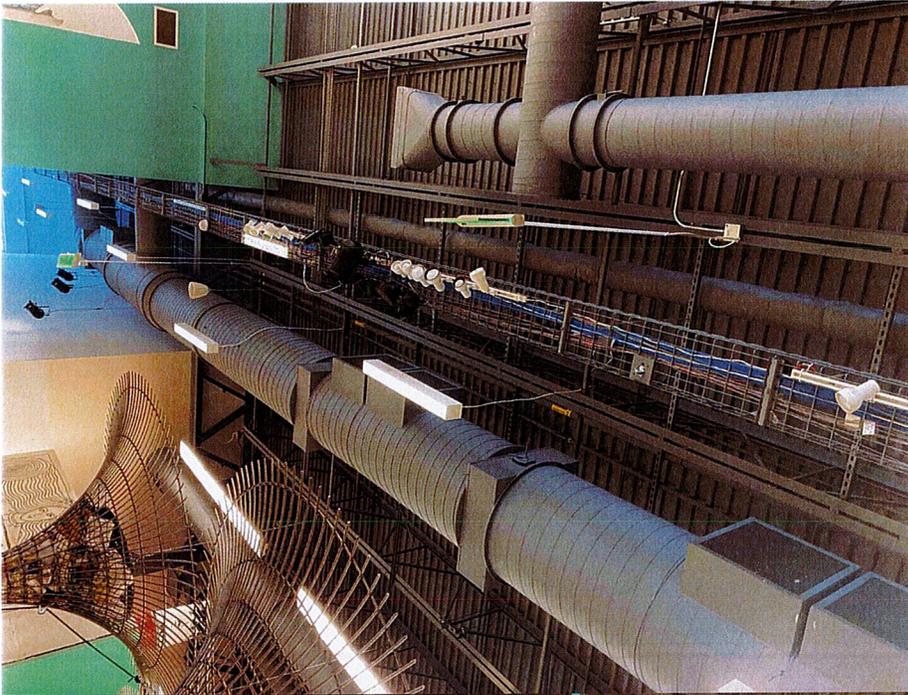
Kenny Scharf Foam Card Artwork



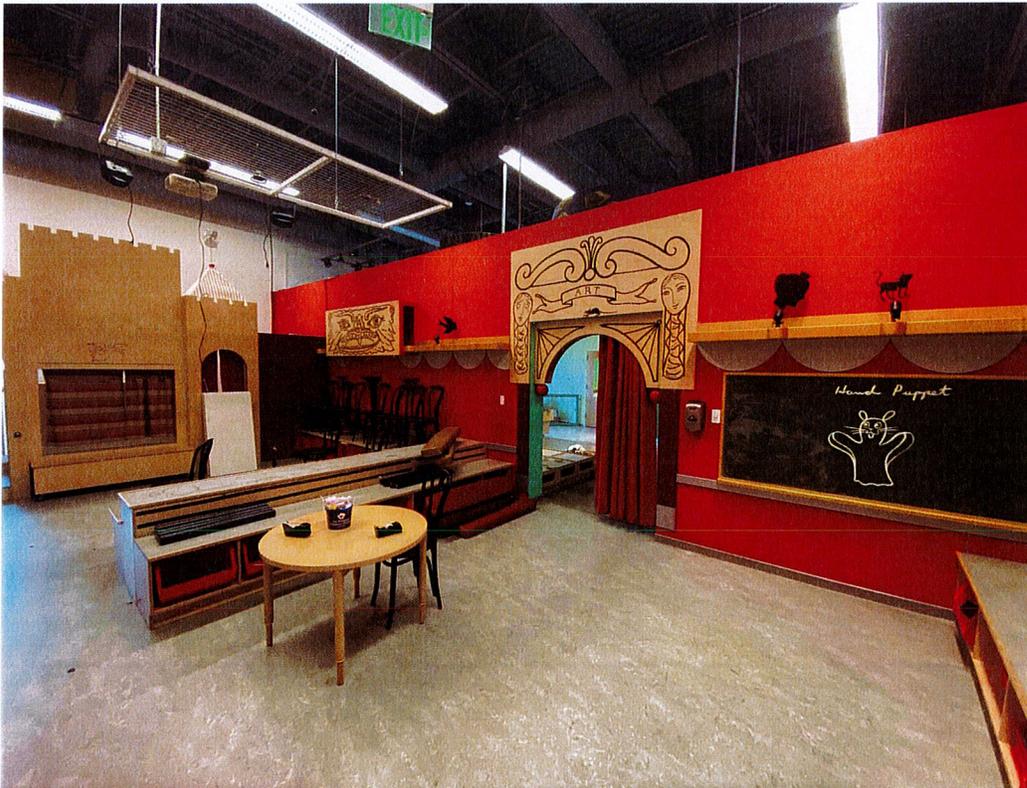
Kenny Scharf Black Light Installation



GreenScapes furniture including blue poem “walk under”, metal sculptures, Stomp exhibition signage, green art display case, framed artwork by Pepe Mar, (3) 5'x5' stages in cent of culturescapes



Extension Cords throughout building, LED lights not hardwired throughout building, Track Lighting/other lighting not hardwired throughout building purchased and installed by YAA



Pablo Cano exhibition painted furniture, Pablo Cano Exhibition puppet area. Exhibition Components with artwork by Pablo Cano, Chalkboards with art on it by Pablo Cano Projector and speakers, various technology, other personal property, various furniture including tables and chairs, exterior doors painted by Pablo Cano



Greenscapes Exhibition Block area, Robert Smithson activity table, hanging chandeliers



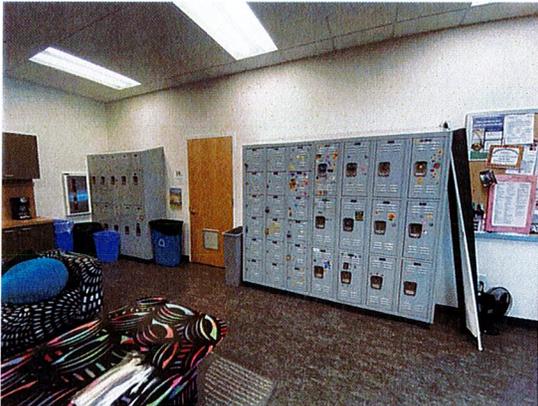
1021 Museum Education Office Main Office Area. Desks and office furniture, paperwork, various office supplies, various art supplies, other personal property



Laundry Room 1021B. Laundry items, shelving various personal property



Cafe items. Personal Property, kitchen equipment, catering supplies, storage items, carts, floor mats two rolling refrigerators



1016 Staff Lounge. Air Hockey Table Sculpture. Couch painted by artist, fans, garbage cans, coffee maker, various kitchenette items, personal items in lockers and cabinets



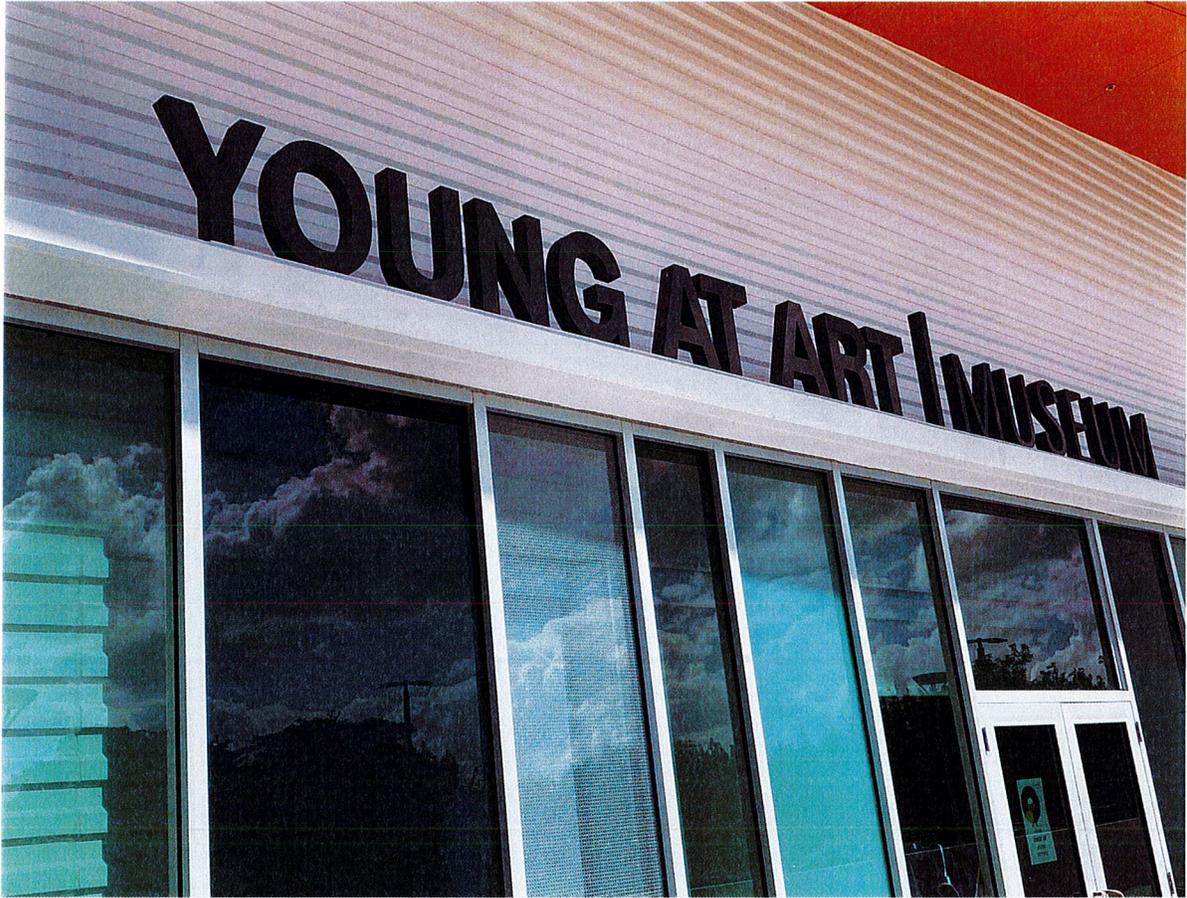
1016 Staff Lounge. Artwork on wall, various personal property, tables, chairs



Various furniture, garbage cans, coolers, various personal items on shelf and in cabinets



Gift Shop and closet. Shelving, furniture, ice cream freezer, display cases, various personal property, computer, clock other office supplies and materials.



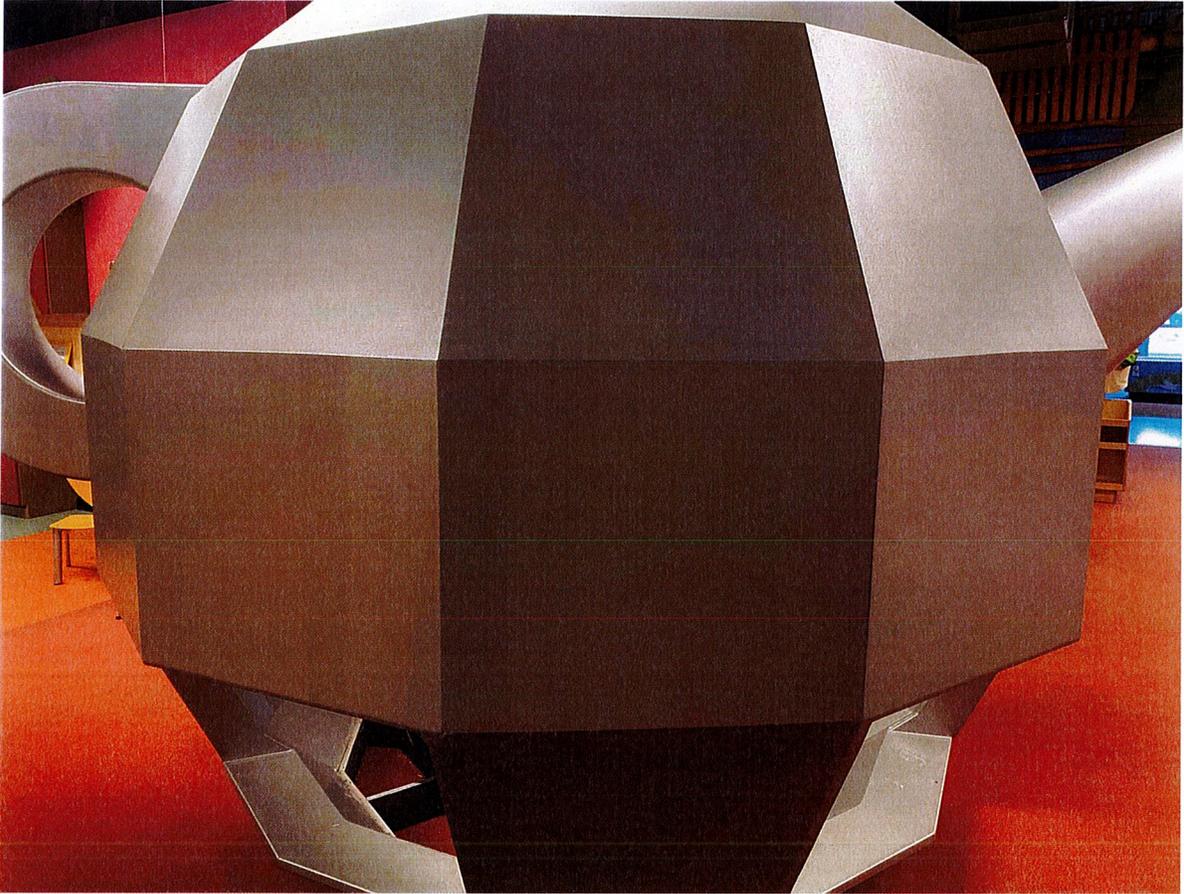
Signage



Outdoor Playground equipment



Deloss McGraw Tunnel with sound sensors
S&E



Giant Kettle Deloss McGraw Sculpture
S&E



Loft area, table, chairs, yellow cushion, toy kitchen furniture. Alice in wonderland Delos McGraw designed furniture objects and various toys S&E



Metal Sculptures, handrail, arches, fences,



Oversized Tea Cup Deloss McGraw Sculpture



Water Tables hanging chandelier, water carts and toys, apron hangers, personal items in storage closet, exhibit components on the wall
S&E



Projection Screen in ArtScapes (White screen Left hand side of this photo)
Art Cabinets patterns on them (back right-hand side of this photo)



Circular Couch



1051 Exhibition Gallery. Various objects and personal property and pool screen enclosure art exhibition by Nice N' Easy



Room 1038 Storage - Shelving Personal Property, supplies, materials



Room 1045 Storage. Shelving and various personal property including bins, supplies, materials



Donor Wall signage in lobby

Exhibit C
Keys



Exhibit D

Sign on Northeast corner of building consists of "YAA" Logo and "Young At Art Museum" text

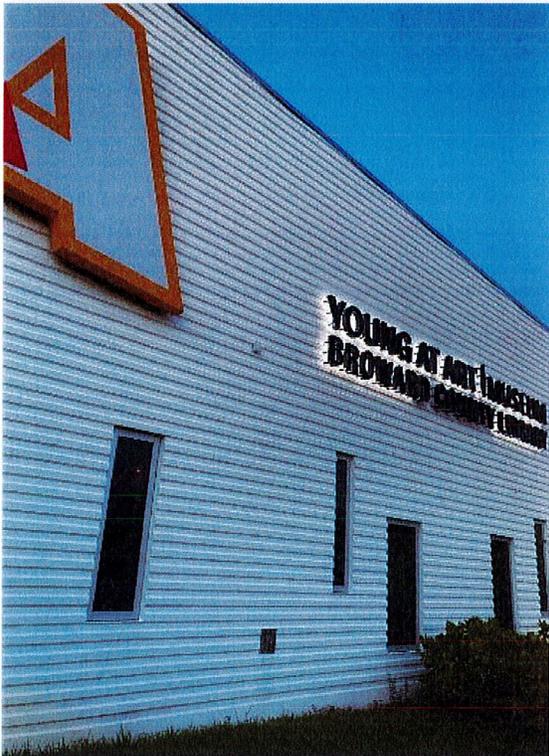


EXHIBIT E

STIPULATED EVICTION ORDER (FINAL JUDGMENT – EVICTION)

IN THE _____ COURT, IN AND FOR
BROWARD COUNTY, FLORIDA

BROWARD COUNTY,

Plaintiff,

CASE NO. _____

vs.

YOUNG AT ART OF BROWARD, INC.,

Defendant.

/

FINAL JUDGMENT - EVICTION

THIS ACTION came before the Court upon Plaintiff's Complaint for Eviction. On the evidence presented, it is ADJUDGED that Plaintiff, Broward County, recover from Defendant, Young At Art of Broward, Inc., possession of the real property described as follows: the Premises and Used Area as such terms are defined in the Separation Agreement and Mutual Release executed between Broward County and Young At Art of Broward, Inc., in December of 2020, and \$ _____ as court costs, FOR WHICH LET WRITS OF POSSESSION AND EXECUTION NOW ISSUE.

ORDERED IN _____, BROWARD COUNTY, FLORIDA on _____, 20__.

Judge

cc:

Broward County
Young At Art of Broward, Inc.

EXHIBIT F
WRIT OF POSSESSION

IN THE _____ COURT, IN AND FOR
BROWARD COUNTY, FLORIDA

BROWARD COUNTY,

CASE NO. _____

Plaintiff,

vs.

YOUNG AT ART OF BROWARD, INC.,

WRIT OF POSSESSION

Defendant.

/

STATE OF FLORIDA
TO THE SHERIFF OF BROWARD COUNTY, FLORIDA:

YOU ARE COMMANDED to remove all persons and personal property from the following described property in Broward County, Florida: the Premises and Used Area as such terms are defined in the Separation Agreement and Mutual Release executed between Broward County and Young At Art of Broward, Inc., in December of 2020, and to put Broward County in possession of it.

DATED this _____ day of _____, 20__.

(SEAL)

Clerk of the _____ Court

By: _____
Deputy Clerk