

COMMERCIAL LEASE

THIS LEASE AGREEMENT is made this 12th day of October 2006 by and between **THE SCHOOL BOARD OF MONROE COUNTY FLORIDA** herein referred to as **LANDLORD** and **THE LEARNING CENTER OF KEY WEST, INC.**, herein referred to as **TENANT**.

WHEREAS, TENANT is a not-for-profit provider of child day care services in the Lower Keys;

WHEREAS, TENANT is being displaced from its current facility due to storm damage from Hurricane Wilma;

WHEREAS, TENANT has been unable to locate adequate space for its programs and services;

WHEREAS, LANDLORD currently has a portion of vacant land that can accommodate temporary facilities to be provided by **TENANT**;

WHEREAS, LANDLORD recognizes that the lack of day care facilities in the Lower Keys has a detrimental effect on its employees and negatively impacts families, which also have children attending Monroe county public schools;

WHEREAS, LANDLORD finds that the lease of the premises to **TENANT** is in the best interest of the **LANDLORD** and the public;

THEREFORE, in consideration of the mutual covenants and conditions described below, **LANDLORD** and **TENANT** agree as follows:

1. The above recitals are true and correct and incorporated herein.

2. **PREMISES**

LANDLORD hereby leases to **TENANT** and **TENANT** hereby hires from **LANDLORD**:

The real property identified by the sketch attached hereto as exhibit "A". (hereinafter referred to as the "premises" or "demised premises") for the term hereinafter stated, for the rents hereinafter reserved, and upon and subject to the terms, conditions and covenants hereinafter provided:

3. **TERM**

The term of this Lease shall commence on October 12, 2006, and end at midnight thirty-six (36) months from said date. A "Lease Year" shall constitute a twelve (12) month period commencing on October 12 of each year and ending twelve (12) months thereafter October 11th of the following year.

4. **RENT**

The rent and other charges reserved under this Lease for the term hereof shall be and consist of:

A. Base rent shall be one dollar (\$1.00), per year, which shall be payable without demand upon the effective date of this Lease agreement, and each successive year thereafter on the anniversary date of the effective date. Rent due for the term of this lease may be paid in advance.

B. Simultaneously with each such payment, **TENANT** agrees to pay to **LANDLORD** any sales, use or excise tax imposed or levied against rent or any other charge or payment required hereunder to be made by **TENANT** which tax has been imposed or levied by any governmental agency having jurisdiction thereof, this shall include any new taxes imposed during the term of this Lease which are in addition to or in substitution for any such tax which is presently imposed.

C. In addition to the foregoing rent, all other payments to be made by **TENANT** shall be deemed to be and shall become additional rent hereunder whether or not the same be designated as such and it shall be due and payable upon demand together with interest thereon at the highest rate permissible by law from their due date until the date it is paid. The **LANDLORD** shall have the same remedies for **TENANT'S** failure to pay said additional rental the same as for non-payment of rent. **LANDLORD**, at its election, shall have the right to pay or do any act which required the expenditures of any sums of money by reason of the failure or neglect of **TENANT** to perform any of the provisions of this Lease, and in the event **LANDLORD** shall, at its election, pay such sums or do such acts requiring the expenditure of monies, **TENANT** agrees to pay **LANDLORD**, upon demand, all such sums, and the sums so paid by **LANDLORD** and any expenses incurred by **LANDLORD** in the payment in such sums together with interest thereon at the highest rate permitted by law from their due date through the date they are paid by **TENANT**, shall be deemed additional rent and shall be payable and collectable as such. Rent shall be made payable to:

MONROE COUNTY SCHOOL DISTRICT
C/o Randy Acevedo, Superintendent of Schools
241 TRUMBO ROAD
KEY WEST, FL 33040

5. **USE**

The **TENANT** will use and occupy the premises for a not-for-profit child day care facility, and for no other use. **TENANT** must fully comply with all applicable governmental laws and the requirements of the **LANDLORD'S** insurer. Since the **LANDLORD** has no knowledge as to the specifics of how the **TENANT** operates its business the **LANDLORD** does not make any representations or warranties that the **TENANT'S** intended use complies with applicable laws or the **LANDLORD'S** insurer's requirements, and accordingly the **TENANT** assumes all risks and liabilities of

compliance and shall comply with the requirements of the applicable governmental authorities, the **LANDLORD'S** insurer's requirements as well as with any provision of this Lease.

6. **ASSIGNMENT**

TENANT shall not assign, sublet, transfer, mortgage, pledge or otherwise encumber or dispose of this Lease during the term hereof, or underlet the demised premises or any part thereof or permit the premises to be occupied by any other persons.

7. **CONSTRUCTION, APPLICABLE LAW**

The words "**LANDLORD**" and "**TENANT**" as used herein shall include the plural as well as the singular. If there be more than one **LANDLORD** or **TENANT**, the obligations imposed hereunder upon the **LANDLORD** or **TENANT** shall be joint or several. The section headings or titles in this Lease are not a part hereof and shall have no effect upon the construction or interpretation of any part hereof. This Lease shall be construed and enforced under the laws of the State of Florida. Should any provisions of this Lease be illegal or unenforceable under such laws, it or they shall be considered severable and this Lease and its conditions shall remain in force and be binding upon the parties hereto just as though the illegal or unenforceable provisions had never been included herein.

8. **PREPARATION OF THE PREMISES**

Unless otherwise provided for pursuant to an addendum to this lease, the premises are being delivered in an "**AS IS**" condition.

9. **ACCEPTANCE OF PREMISES**

TENANT'S having taken possession of the demised premises shall be conclusive evidence that the demised premises were in good order and satisfactory condition on the day **TENANT** took possession. No promise of the **LANDLORD** to alter, remodel or improve the demised premises and no representations respecting the condition of the demised premises have been made by the **LANDLORD** to the **TENANT**, unless the same is contained herein or made a part hereof, and the **TENANT** will make no claim on account of any representations whatsoever, whether made by any employee, renting agent, broker, officer or other representative of **LANDLORD**, unless the same is specifically set forth in this Lease.

10. **ALTERATIONS AND REPAIRS**

The **TENANT** will, at **TENANT'S** sole cost and expense, keep the demised premise in good repair and tenantable condition during the term of this Lease. The **TENANT** will, at the termination of this Lease by lapse of time or otherwise, return the premises to the **LANDLORD** in as good condition as when received, ordinary wear and tear excepted.

TENANT shall make no alteration, additions installation, substitutions, improvements or decorations in or to the premises without the written consent of **LANDLORD**, which consent shall be subject to and upon such terms and conditions as **LANDLORD** may require and stipulate in such consent, including without limitation, (a) physical and spatial limitations, (b) governmental approvals (c) payment, (d) indemnification, (e) liens, and (f) designation of approved contractors and subcontractors, and (g) aesthetic considerations. This clause shall not be construed to mean that the **LANDLORD** shall allow any mechanics' liens upon the premises based upon work ordered by the **TENANT**.

In the event that the **TENANT** desires to make any modifications, additions or alterations to the premises the following provisions shall apply, in addition to any other provision of this Lease:

Prior to **TENANT'S** commencing any work upon the demised premises, it must first obtain the **LANDLORD'S** written approval of the plans and specifications and otherwise comply with the following and/or produce the following documents for **LANDLORD'S** prior approval:

- A. A full set of "Permit Ready" plans;
- B. A copy of the building permit issued by the appropriate governmental body having jurisdiction thereof;
- C. A copy of the **TENANT'S** Contractor's license evidencing the fact that it is licensed to do business and to act as a General Contractor in this geographical area;
- D. A Hold Harmless and Indemnification Agreement in favor of the **LANDLORD** executed by the **TENANT** and its General Contractor;
- E. A certificate of insurance in a form and in amounts acceptable to **LANDLORD** reflecting liability insurance in favor of the **LANDLORD** issued by the insurer of the Contractor together with a workman's compensation policy;
- F. A certificate of insurance in a form and in amounts acceptable to **LANDLORD** reflecting liability insurance in favor of the **LANDLORD** issued by the insurer of the **TENANT**;
- G. A copy of the contract for construction between the **TENANT** and its General contractor.

The **LANDLORD** during the various phases of construction by **TENANT** shall be entitled through **LANDLORD'S** agent to examine the work as it progresses. Accordingly, the **TENANT** will cure any defective work brought to its attention by the **LANDLORD**.

In the event that **TENANT** fails to comply with any provisions of this entire Section TEN (10) then the **LANDLORD** may enter upon the premises and make all necessary repairs, modifications and corrective work at **TENANT'S** cost and expense, the same to be added to and payable at the earlier of the date that the next installment of rent is due or five days after the date the bill is received, such sums shall bear interest at the highest rate allowed by law from the date **LANDLORD** expended such sums to the date that they are repaid.

11. COMPLIANCE WITH LAWS, INSURANCE

TENANT shall, during the entire term of this Lease, comply with all statutes, ordinances, rules, orders, regulations, and requirements of the Federal, State, County and City Government, and of any and all their Departments and Bureaus, applicable to said premises, and shall also comply with all rules, orders and regulations of the **LANDLORD'S** insurer, for the prevention of fires and prevention of accidents as well as damage to property, all at **TENANT'S** own cost and expense. If by reason of any failure of **TENANT** to comply with the provisions of this paragraph, the rate of fire insurance with extended coverage on the building or equipment or other property of **LANDLORD** or liability insurance shall be higher than it otherwise would be, **TENANT** shall reimburse **LANDLORD**, on demand, for the part of the premiums for fire insurance and extended coverage and liability insurance paid by **LANDLORD** because of such failure on the part of **TENANT**. **TENANT** also agrees not to use the premises for any purpose which would increase the cost of liability insurance or fire and extended coverage insurance on the building in which the building in which the leased premises are located over that which applies to normal retail space at the lowest rate. Any use of the premises which would increase such rate must be approved by the **LANDLORD** before **TENANT** may use the premises for such purposes. In the event the use to which the premises occupied by **TENANT** are used increases the insurance rates, then **TENANT** shall pay to the **LANDLORD**, as premiums are paid by **LANDLORD**, amounts equal to the increase caused by **TENANT'S** use. **TENANT'S** use and occupancy may not vitiate the insurance contract. The **TENANT** shall carry and fully pay for plate glass insurance coverage.

12. EVENTS OF DEFAULT

The occurrence of any of the following shall constitute an event of default hereunder:

A. Discontinuance by **TENANT** of the conduct of its function(s) and/or business in the Demised Premises.

B. The filing of a petition by or against **TENANT** for adjudication as a

bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of **TENANT'S** property; any organization or proceedings under Chapter X and/or Chapter XI of the Federal Bankruptcy Law; an assignment by **TENANT** for the benefit of creditors; or the taking possession of the property of **TENANT** by any governmental officer, court appointed receiver or agency pursuant to statutory authority for the dissolution or liquidation of **TENANT**.

C. Failure of **TENANT** to pay when due any installment of rent hereunder or any other sum herein required to be paid by **TENANT**.

D. Vacation or desertion of the Demised Premises or permitting the same to be empty and unoccupied.

E. **TENANT'S** failure to perform any non-monetary covenant or condition of this Lease within ten (10) days to cure, in which event **TENANT'S** failure to proceed diligently to cure such failure shall constitute an event of default.

13. RIGHTS OF LANDLORD UPON DEFAULT BY TENANT

A. If the **TENANT** is in default as defined in sub-paragraphs A to D inclusive of Paragraph 12 and if the same is not cured by the **TENANT** within three (3) days after written notice to the **TENANT** or if the **TENANT** is in default pursuant to the provisions of sub-paragraph E of Paragraph 13 then the **LANDLORD**, in addition to all rights and remedies granted under the laws of the State of Florida as the same exist or as may be amended, shall have any or all of the following rights:

i. To re-enter and remove all persons and property from the Demised Premises, and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of **TENANT**, all without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

ii. Terminate the Lease and relet the premises for account of the **LANDLORD** or within the sole discretion of **LANDLORD**, the premises may be relet for the account of the **TENANT**.

B. If any part of the rent shall remain due and unpaid after the expiration of the three (3) day period for curing defaults hereinabove provided for, **LANDLORD** shall have the option of declaring the balance of the entire rent for the entire rental term of this lease to be immediately due and payable, and **LANDLORD** may then proceed immediately to collect all of the unpaid rent called for by this Lease by distress or otherwise, or terminate this Lease should **TENANT** fail to pay the balance of the entire rent for the entire rental term.

C. **TENANT** agrees to pay all costs and expenses of collection, any required fees for posting of a bond, and all attorney's fees for any part of said rental that may be

collected by an attorney, suit, distress or foreclosure together with interest on all such amounts at the highest rate allowed by law; and further, in the event that **TENANT** fails to promptly file and fully perform and comply with each and every condition, covenant or obligation hereunder and the matter is turned over to **LANDLORD'S** attorney, **TENANT** shall pay **LANDLORD** its attorney's fees together with **LANDLORD'S** administrative costs, whether suit is instituted or not. In the event **TENANT** goes into default hereunder and **LANDLORD'S** attorney writes a notice to **TENANT** of **TENANT'S** default, **TENANT** agrees that **TENANT** will pay to **LANDLORD** a minimum sum of Two Hundred Fifty Dollars (\$250.00) to cover the **LANDLORD'S** administrative costs and attorney's fees.

D. The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of the **LANDLORD** and **TENANT**, **TENANT'S** use or occupancy of the Demised Premises, and/or non-payment of rent or additional rent, **TENANT** will not interpose any counter-claim of any nature or description in any such proceedings. This shall not, however, be construed as a waiver of the **TENANT'S** right to assert such claims in any separate action or actions brought by the **TENANT**.

E. **TENANT** hereby expressly waives any and all right of redemption granted by or under any present or future laws in the event of **TENANT** being evicted or dispossessed for any cause, or in the event of **LANDLORD** obtaining possession of the Demised Premises, by reason of violation by **TENANT** of any of the covenants or conditions of this Lease, or otherwise.

F. The remedies herein are cumulative in nature and accordingly no court shall determine that the **LANDLORD** has elected one remedy as the exclusive remedy over any other remedy provided for pursuant to this Lease.

14. TENANT'S PROPORTIONATE SHARE OF OPERATING AND MAINTENANCE CHARGES, WATER AND SEWER CHARGES, SECURITY COSTS, INSURANCE PREMIUM

In order to operate its business on the premises, **TENANT** must install a separate water meter and electric meter. **TENANT** shall be solely responsible for the cost associated therewith. Additionally, should **TENANT** require use of any service provided to **LANLORD**, or connection to any utility of **LANDLORD**, **TENANT** will be responsible for its' proportionate share. It is expressly agreed between the parties that **TENANT** shall be responsible for any and all utilities consumed by the **TENANT** at the premises.

15. SUBORDINATION

This lease, and all rights of **TENANT** hereunder, are and shall be subject and subordinate

to all ground leases, overriding leases and underlying leases affecting the demised premises now or hereafter existing and to all mortgages which may now or hereafter affect the demised premises and to each and every advance made or hereafter to be made under such mortgages, and to all renewals, modifications, replacements and extensions of such leases and mortgages and spreaders and consolidations of such mortgages (which leases and mortgages are sometimes collectively referred to herein for convenience as the "superior mortgage"). This paragraph shall be self-operative and no further instrument of subordination shall be required to make it effective; however, **TENANT** shall promptly execute and deliver any instrument reasonably requested to evidence such subordination.

TENANT agrees that in the event of any act or omission by the **LANDLORD** which would give **TENANT** the right to terminate this Lease, or to claim a partial or total eviction, **TENANT** shall not exercise any such right until he has notified in writing the holder of any such mortgage which at the time shall be lien on the demised premises or the underlying lessor, if any, of any such act or omission.

16. **INDEMNIFICATION**

Neither **LANDLORD** nor any agent or employee of **LANDLORD** shall be liable to **TENANT** for any injury or damage to **TENANT** or to any other person for any damage to, or loss (by theft or otherwise) of, any property of **TENANT** or of any other person, irrespective of the cause of such injury, damage or loss, unless caused by or due to the negligence of **LANDLORD**, its agents or employees without contributory negligence on the part of **TENANT**, it being understood that no property, other than such as might normally be brought upon or kept in the premises as an incident to the reasonable use of the premises for the purposes herein permitted, will be brought upon or be kept in the premises.

In consideration of ten dollars (\$10.00) the receipt of which is hereby acknowledged, the **TENANT** shall indemnify and save harmless **LANDLORD** and its agents against and from (a) any and all claims (i) arising from (x) the conduct or management of the demised premises or of any business therein; or (y) any work or thing whatsoever done, or any condition created or permitted to exist (other than by **LANDLORD** for **LANDLORD'S** or **TENANT'S** account) in or about the demised premises during the term of this Lease, or during the period of time, if any, prior to the commencement of the term hereof that **TENANT** may have been given access to the demised premises, or (ii) arising from any negligent or otherwise wrongful act or omission of **TENANT** or any of its subtenants or its or their employees, agents or contractors; and (b) all costs, expenses and liabilities incurred in or in connection with each such claim or action or proceeding brought thereon. In case any action or proceeding is brought against **LANDLORD** by reason of any such claim, **TENANT**, upon notice from **LANDLORD**, shall resist and defend such action or proceeding. **TENANT** shall carry public liability insurance, in amount of \$1,000,000.00 in respect of injuries to any one person, and \$3,000,000.00 in respect to any one accident or disaster, with companies and on forms acceptable to **LANDLORD**, naming both **LANDLORD** and **TENANT** as parties insured thereby, insuring the parties against any such claim. All such policies of insurance shall provide

thirty (30) days notice to **LANDLORD** as a condition precedent to the cancellation. Such policy shall be delivered to **LANDLORD**. **TENANT** shall provide **LANDLORD** with evidence of payment of renewal premiums or replacement of policy and payment of premiums not later than thirty (30) days prior to the expiration of any such policy. The public liability policy shall include premises and operations. The maximum liability imposed upon **TENANT** by virtue of this indemnification shall be one million dollars (\$1,000,000.00).

17. WAIVER

The failure of either the **LANDLORD** or **TENANT** to insist in any one or more instances upon the strict performance of any one or more of the obligations of this Lease, or to exercise any rights or election herein contained, shall not be construed as a waiver or relinquishment for that or the future of the performance of such or more obligations of the Lease or of the right to exercise such election, but the same shall both continue and remain in full force and effect with respect to that and any subsequent breach, act or omission.

18. NOTICES

Any notice, statement, demand or other communication required or permitted to be given or made by either party to the other, pursuant to this Lease or pursuant to any applicable law, shall be in writing and shall be deemed to have been properly given and made if sent by registered or certified mail, return receipt requested, addressed to the other party at the address hereinabove set forth or at such other address as may be hereafter designated by either party by notice to the other and shall be deemed to have been given or made on the day so mailed. Either party may, by notice given as aforesaid, designate a different address or addresses for notices, statements, demands or other communications intended for it.

19. RULES AND REGULATIONS

TENANT understanding that it will be occupying real property owned by the School Board of Monroe County Florida, and expressly agrees to be subject to the reasonable rules and regulations of such body, and hereby covenants and agrees that it and its employees, servants, and agents will at all times observe, perform and abide by said rules and regulations as they exist and as they may be amended hereafter from time to time.

20. LIENS

TENANT further agrees that **TENANT** will pay all of **TENANT'S** contractors, subcontractors, mechanics, laborers, materialmen and all others, and will indemnify **LANDLORD** against all legal costs and charges, bond premiums for release of liens, and counsel fees reasonably incurred in the commencement or defense of any suit by the

LANDLORD to discharge any liens, judgments, or encumbrances against the premises caused or suffered by **TENANT**. It is understood and agreed between the parties hereto that the costs and charges above referred to shall be considered as rent due under this Lease payable upon demand.

The **TENANT** herein shall not have any authority to create any liens for labor or material on the **LANDLORD'S** interest in the above-described property, and all persons contracting with the **TENANT** for doing of any work or the furnishing of any materials on or to the premises, and all materialmen, contractors, mechanics and laborers, are hereby charged with notice that they must look to the **TENANT** only to secure the payment of any bill for work done or materials furnished during the term of this Lease.

21. CONDEMNATION

In the event any portion of demised premises is taken by any condemnation or eminent domain proceeding or should a portion of the demised premises be conveyed in lieu of such taking and this Lease continues in force as to any part of the demised premises remaining, as hereinafter provided, the base monthly rental herein specified to be paid shall be reduced according to the area of the demised premises which is actually taken, as of the date of such taking, and **TENANT** shall be entitled to no other consideration by reason of such a taking and any damages whatsoever suffered by **TENANT** and occasioned by such taking and shall not entitle the **TENANT** to share to any extent in any and all income, rent, arrears or any interest therein whatsoever which may be made in connection with such a taking, and **TENANT** does hereby relinquish and assign to **LANDLORD** all **TENANT'S** rights and equities in and to any such income rent, awards or any interest therein.

In the event of a partial taking of the building, either condemnation, eminent domain or conveyance in lieu thereof, **LANDLORD** may elect to terminate this Lease if the remaining area of the building shall not be reasonably sufficient for **LANDLORD** to continue feasible and economical operation of the remaining portion of the building, in the **LANDLORD'S** sole discretion. In the event that the **LANDLORD** elects to terminate the **TENANT'S** Lease then the rent shall be pro-rated and adjusted as of such date of termination.

Should all the demised premises be so taken, this Lease shall terminate as of the date of such a taking and in that event **TENANT** shall be entitled to no damages or any consideration by reason of such taking, except the cancellation and termination of this Lease as of the date of said taking.

22. PEACEFUL POSSESSION

Except as herein provided, so long as **TENANT** pays all of the fixed rent and additional rent and charges due hereunder and performs all of **TENANT'S** other obligations hereunder, **TENANT** shall peaceably and quietly have, hold and enjoy the demised premises throughout the term of this Lease, without interference or hindrance by **LANDLORD** or any person claiming by, through or under **LANDLORD**.

23. **ACCESS**

LANDLORD or **LANDLORD'S** agents shall have the right, upon request, to enter and/or pass through the demised premises or any part thereof, at reasonable times during reasonable hours. **LANDLORD** shall also have the right to enter on and/or pass through the demised premises, or any part thereof, at such times as such entry shall be required by circumstances of emergency affecting the demised premises or the building.

24. **SURRENDER, HOLDING OVER**

On the last day of the term of this Lease, or upon any earlier termination of this Lease, or upon any re-entry by **LANDLORD** upon the demised premises, **TENANT** shall peaceably and without notice of any sort, quit and surrender the demised premises to **LANDLORD** in good order, condition and repair, except for ordinary wear and tear and such damage or destruction as **LANDLORD** is required to repair or restore under the terms of this Lease, and **TENANT** shall remove all of **TENANT'S** property therefrom. **TENANT** specifically agrees that in the event **TENANT** retains possession and does not so quit and surrender the demised premises to **LANDLORD**, then **TENANT** shall pay to **LANDLORD** (i) all damages that **LANDLORD** may suffer on account of **TENANT'S** failure to so surrender and quit the demised premises, and **TENANT** will indemnify and save **LANDLORD** harmless from and against any and all claims made by succeeding tenant of the demised premises against **LANDLORD** on account of delay of **LANDLORD** in delivering possession of the demised premises to said succeeding tenant to the extent that such delay is occasioned by the failure of **TENANT** to so quit and surrender said premises, and (ii) rent for each month or any applicable portion of a month of such holding over at twice the amount payable for the month immediately preceding the termination of this Lease, during the time the **TENANT** thus remains in possession. The provisions of this paragraph do not waive any of the **LANDLORD'S** right of re-entry or any other right under the terms of this Lease. If **TENANT** shall fail to surrender the premises as herein provided, no new tenancy shall be created and **TENANT** shall be guilty of unlawful detainer. No surrender of this Lease or of the premises shall be binding on the **LANDLORD** unless acknowledged by **LANDLORD** in writing.

25. **UTILITIES**

The **TENANT** agrees to pay for all utilities used and consumed by the **TENANT**.

26. **COMMON AREAS**

All facilities furnished by **LANDLORD** and designated for the general use, in common, with other occupants of the property, including **TENANT**, their officers, agents employees and customers, including, but not limited to any of the following which may have been furnished by **LANDLORD**: parking areas, driveways, entrances and exits thereto, pedestrian sidewalks and ramps, landscaped areas, and other similar facilities, which are not leased to **TENANTS** shall at all times be subject to the exclusive control

and management of **LANDLORD**, and **LANDLORD** shall have the right from time to time to change the area, level, location and arrangement of such facilities; to restrict parking by **TENANTS** and their employees to parking areas; and to limit the numbers of parking spaces to be allocated and used by a specific **TENANT**, its employees, invitees or guests; and to make all rules and regulations necessary for the proper operation and maintenance of the common facilities.

27. SIGNS

TENANT, after obtaining **LANDLORD'S** written approval, may exhibit a sign identifying its business operation. **TENANT** further agrees to maintain such sign, lettering, etc., as may be approved, in good condition and repair at all times.

28. LANDLORD'S LIABILITY

Notwithstanding any provision in this Lease to the contrary, **TENANT** agrees that **TENANT** shall look solely to **LANDLORD'S** interest under this leasehold estate in the event of any default or breach by **LANDLORD** with respect to any of the terms and provisions of this Lease on the part of the **LANDLORD** to be performed or observed, and no other assets of **LANDLORD** shall be subject to levy, execution, or other judicial process or award for the satisfaction of **TENANT'S** claim.

ADDITIONAL PROVISIONS

- 29. LANDLORD** may terminate this lease following adoption of a finding by the Monroe County School Board that a need for the lease premises requires **TENANT** to vacate in order to carry out the mission of the Monroe County School District. Notice of not less than ninety (90) days shall be given prior to the effective date of termination.
- 30.** The **TENANT** shall not discriminate against any person, or group of persons, on account of race, color, creed, sex, age, religion, national origin, marital status, handicap, having children or ancestry in the use, occupancy, or enjoyment of all or any part of the demised premises nor shall the **TENANT** or any person claiming under or through **TENANT** establish or permit any such practice or practices of discrimination or segregation.
- 31. LANDLORD** hereby reserves the right at any time and from time to time to make alterations or additions to the premises and surrounding area. **LANDLORD** also reserves the right to construct other or to add to other buildings or improvements to the premises and adjoining property, and/or to permit others to do so, from time to time.
- 32. TENANT** agrees that all employees of **LANDLORD** shall receive a discount of twenty-five dollars (\$25.00) per week for each child receiving services provided by **TENANT**.
- 33.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof, to any person or circumstance shall for any

reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the maximum extent possible.

- 34. This Lease contains the entire agreement between the parties hereto and all previous negotiations leading hereto and it may be modified only by an agreement in writing signed and sealed by the **LANDLORD** and **TENANT**.

IN WITNESS WHEREOF, the **LANDLORD** and **TENANT** have duly signed and executed these presents on this ____ day of _____, 2006.

Signed, sealed and delivered in the presence of:

"LANDLORD"
SCHOOL BOARD OF MONROE COUNTY FLORIDA

Andy Griffiths, Chairman

Attest:

Randy Acevedo, Superintendent of School

"TENANT"
THE LEARNING CENTER OF KEY WEST, INC.
BY: _____

Printed name and title: _____

Witness as to **TENANT**

Printed name: _____