LEASE AGREEMENT

THIS AGREEMENT, entered into effective the first day of August, 2010, between NORTH BREVARD MEDICAL SUPPORT, INC., a Florida not-for-profit corporation, (hereinafter referred to as the LESSOR), and School Board of Brevard County (hereinafter referred to as the LESSEE).

1. DESCRIPTION OF LEASED PREMISES: LESSOR does lease to LESSEE and LESSEE hereby accepts the specific area in that certain building, together with parking lot, interior and exterior common areas and appurtenances located at 5650 South Washington Avenue, Titusville, Brevard County, Florida and which may be more particularly described on Exhibits attached hereto.

2. TERM OF LEASE: The term of this Lease shall be for a period of three (3) years beginning on the Commencement Date. Rent shall begin to accrue as of the Commencement Date and thereafter continue for the stated term from such Commencement Date, unless sooner terminated as herein provided. If the Lease Commencement Date is other than the first day of the month, then the Lease shall terminate at the end of the calendar month within which falls the scheduled Termination Date.

3. EARLY TERMINATION BY LESSEE: In the event LESSEE’S program funding or other source of financial support necessary for occupancy under this Lease Agreement is curtailed or materially reduced and by reason of which LESSEE is no longer able to meet its obligations under this Lease Agreement, then upon sixty (60) days written notice to LESSOR, LESSEE shall be entitled to vacate the premises and be relieved of any future obligations.

4. OPTION TO RENEW: LESSEE shall have the option to renew this Lease for three (3) consecutive three (3) year terms upon the same terms and conditions and subject to such rent adjustment as then mutually agreed between LESSOR and LESSEE and provided the Lease is in good standing at the time such option is exercised. LESSOR and LESSEE agree to commence negotiations for the renewal of this Lease not later than ninety (90) days prior to the date of expiration of the initial term or any subsequent renewal term. In the event LESSOR and LESSEE are unable to agree upon the terms of any renewal prior to expiration of the initial term or any previous renewal term, then this Lease shall automatically terminate on its scheduled expiration date.

5. RENT AND RENT ADJUSTMENTS: LESSEE agrees to pay LESSOR at the initial monthly rental sum of One thousand five hundred ninety-five Dollars ($1,595.00) plus any applicable State sales tax, with the first of said monthly rental payments becoming due and payable on the Commencement Date of this Lease as defined herein, and all subsequent monthly rental payments being due and payable on or before the 1st day of each and every month thereafter, but in no event payable later than the 10th day of each and every month thereafter. LESSOR acknowledges and agrees that if and to the extent the total lease payments collected form occupancy of the premises by LESSEE and other tenants exceeds LESSOR’S direct costs for operation and maintenance of the premises, then such excess funds shall be applied solely by LESSOR toward the future operation, maintenance, repair and needed capital improvements to the premises. LESSOR acknowledges and agrees that any future rent adjustments shall be applied uniformly to all tenants occupying the premises and shall take into account any then accumulated reserves resulting from
LESSOR’S receipt of prior lease payments from LESSEE and other tenants. LESSOR further acknowledges and agrees that the adoption or modification of any building rules and regulations shall be applied uniformly to all tenants occupying the premises.

6. **TAXES:** LESSOR agrees to pay promptly and before they become delinquent, all taxes, general and special, imposed at anytime during the term of the Lease upon or against the premises, including the land and all improvements now and hereafter thereon which may be lawfully assessed either in the name of the LESSOR or the LESEE, except occupational license fees, franchise, income, or other similar taxes or impositions which may be levied or assessed against the LESSEE.

7. **INSURANCE AND INDEMNIFICATION:** LESSOR, at its own cost and expense, shall keep all buildings, improvements on, in or appurtenant to the premises at the commencement of the term and thereafter erected thereon or therein, including for the benefit of LESSOR and LESSEE, against loss or damage by fire, casualty and all available extended coverage or other hazards and similar insurance as may from time to time be required in a sum not less than the full insurable value thereof. LESSEE covenants to provide on or before the commencement of the term of this Lease to keep in force during the term both fire, casualty and all available extended insurance coverage with respect to LESSEE’S personal property installed or located on the premises, together with a comprehensive public liability policy of insurance protecting LESSOR and LESSEE against any liability for injury to persons and/or property occurring in, on or about the premises, or any appurtenances thereto with minimum limits of $1,000,000 for personal injury and $1,000,000 for property damage. LESSEE covenants to carry such insurance in a solvent company or companies of recognized standing, licensed to do business in the state in which the premises are located and be written for the use and benefit of LESSOR and LESSEE, with LESSOR and LESSEE being insured. LESSEE shall provide LESSOR with a copy of certificate of all insurance policies referred to above.

8. **UTILITIES, SUPPLIES AND TELEPHONE SERVICE:** The LESSOR agrees that it will pay as the same shall become due all charges for sewer, trash collection, gas, electricity, and for all water used on said premises, including exterior irrigation. The LESSOR further agrees to provide LESSEE and each other tenant general supplies (e.g., soap, paper towels, toilet paper). Notwithstanding the foregoing, if and to the extent LESSOR’S annual expenditure for utilities exceeds $46,000 or for supplies exceeds $17,000, then LESSEE shall be responsible to reimburse LESSOR for its pro-rata share of such excess expenditures upon thirty (30) days written notice from LESSOR. Following receipt of such notice for reimbursement of any excess utility or supply expenses, LESSOR shall grant LESSEE access to inspect LESSOR’S books and records to verify such expenses and such thirty (30) day notice period shall be suspended (for a period not to exceed ten (10) days) to permit LESSEE’S inspection of such books and records. LESSOR shall have the option to consider LESSEE in default if reimbursement for any excess utility or supply expenses is not made within ninety (90) days following delivery of the written notice specified above. LESSEE shall be responsible for all telephone services and long distance charges related to its occupancy of the premises and shall promptly reimburse and/or hold LESSOR harmless from any liability related thereto.

9. **REPAIRS AND MAINTENANCE:** The LESSOR will maintain and make all necessary repairs to all walks, pavements, playground and parking areas, heating/air conditioning systems, plumbing, electrical systems, roof, interior and exterior portions of the premises during the term of this Lease and any renewals
thereto and except to the extent caused by any act or neglect of the LESSEE, its employees or invitees. LESSOR shall further provide all necessary maintenance to the exterior landscaping and routine interior housekeeping, not including any specialized sanitation requirements of LESSEE.

10. ALTERATIONS AND IMPROVEMENTS: LESSEE with the express prior consent of LESSOR may from time to time, at its own expense, alter, renovate or improve the premises, provided the same be performed in a good workmanlike manner, in accordance with accepted building practices and so as not to weaken and impair the structure or substantially lessen the value of the building. It is hereby understood and agreed that any signs or advertising to be used, including awnings, in connection with the premises leased hereunder shall be first submitted to the LESSOR for approval before installation of same. Upon expiration or termination of this Lease, such site improvements and renovations shall thereafter be deemed to have been surrendered with the premises and become the sole property of the LESSOR.

11. TITLE: LESSOR represents and covenants that it has exclusive custody and leasehold title to the premises pursuant to a Land Lease Agreement entered into between LESSOR and NORTH BREVARD COUNTY HOSPITAL DISTRICT (d/b/a PARRISH MEDICAL CENTER). LESSOR further represents and covenants that it has full right and authority to execute this Lease for the term and any renewals thereto and upon the conditions herein contained, and there are no restrictive covenants, zoning or other ordinances or regulations prohibiting the LESSEE’S use of the premises for the purposes for which the same are hereby leased. If by reason of any breach by LESSOR of the foregoing covenants and representations or if by reason of any zoning or other regulation or ordinance hereafter adopted, the use of the premises in either their present condition or after same are hereby leased is prevented or prohibited, then at LESSEE’S option and without prejudice to any right or remedy which LESSEE may have, the LESSEE may terminate this Lease and the Lease shall cease and come to an end on the 10th day following notice by LESSEE to LESSOR of LESSEE’S exercise of such option.

12. COVENANT OF QUIET ENJOYMENT AND RIGHT OF ENTRY: LESSOR covenants that LESSEE on the performance of the terms and conditions of this Lease shall and may peaceably and quietly have, hold, and enjoy the premises for the term aforesaid. The LESSOR, or any of its agents, shall have the right to enter said premises during all reasonable hours, to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of said building, or to exhibit said premises at any time within thirty (30) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this agreement, or to the rules and regulations of the building. Except in the case of an emergency, LESSOR will give LESSEE not less than twenty-four (24) hours prior notice before entering the premises.

13. DAMAGE TO PREMISES AND CONTENTS: In the event the premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this agreement, whereby the same shall be rendered untenantable, then the LESSOR shall have the right to render said premises tenantable by repairs within ninety (90) days therefrom. If said premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this Lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in
writing. All personal property placed or moved in the premises above described shall be at the risk of the LESSEE or owner thereof, and LESSOR shall not be liable for any damage to said personal property, or to the LESSEE arising from the bursting or leaking of water pipes, or from any act of negligence of any co-tenant or occupants of the building or of any other person whomsoever. It is expressly agreed and understood by and between the parties to this agreement, that the LESSOR shall not be liable for any damage or injury by water, which may be sustained by the said tenant or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the said building. In the event LESSEE is unable to conduct its business on the premises due to a casualty which makes the premises untenable, then LESSEE’S rent obligation to LESSOR shall abate to the extent such premises are untenable and for such period of time as required by LESSOR to restore the premises.

14. DEFAULT: The prompt payment of the rent for said premises upon the dates named, and the faithful observance of the rules and regulations printed upon this Lease, and which are hereby made a part of this covenant, and of such other and further rules and regulations as may be hereafter made by the LESSOR, are the conditions upon which the Lease is made and accepted and any failure on the part of the LESSEE to comply with the terms of said Lease, or any of said rules and regulations now in existence, or which may be hereafter prescribed by the LESSOR, shall at the option of the LESSOR, work a forfeiture of this contract, and all of the rights of the LESSOR hereunder, and thereupon the LESSOR, his agents or attorneys, shall have the right to enter said premises, and remove all persons therefrom forcibly or otherwise, and the LESSEE thereby expressly waives any and all notice required by law to terminate tenancy, and also waives any and all legal proceedings to recover possession of said premises, and expressly agrees that in the event of a violation of any of the terms of this Lease, or of said rules and regulations, now in existence, or which may hereafter be made, said LESSOR, its agents agent or attorneys, may immediately re-enter said premises and dispossess LESSEE without legal notice or the institution of any legal proceedings whatsoever.

If the LESSEE shall suffer the rent to be in arrears, the LESSOR may, at its option, forthwith cancel this Lease or it may enter said premises as the agent of the LESSEE, by force or otherwise, without being liable in any way therefor, and relet the premises with or without any furniture that may be therein, as the agent of the LESSEE, at such price and upon such terms and for such duration of time as the LESSOR may determine, and receive the rent therefor, applying the same to the payment of the rent due by these presents, and if the full rental herein provided shall not be realized by LESSOR over and above the expenses to LESSOR in such reletting, the said LESSEE shall pay any deficiency and if more than the full rental is realized, LESSOR, will pay over to said LESSEE the excess of demand. If the LESSEE shall become insolvent or if bankruptcy proceedings shall be begun by or against the LESSEE, before the end of said term the LESSOR is hereby irrevocably authorized at its option, to forthwith cancel this Lease, as for a default. LESSOR may elect to accept rent from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without effecting LESSOR’S rights as contained in this contract, but no receiver, trustee or other judicial officer shall ever have any right, title or interest in or to the above described property by virtue of this contract.
15. MECHANICS LIENS: The LESSOR and LESSEE covenant, each to the other, not to permit any lien to be filed against the demised property on account of non-payment or disputes with respect to labor or material furnished in connection with the construction as referred to herein, or any subsequent repairs or modifications or additions thereto, nor shall the parties permit any judgement, lien or attachment to lie against the property. Should any lien of any nature, including the foregoing, but not limited thereto, be filed against the property, the party from whose debt or alleged debt such lien arises, shall within thirty (30) days cause said lien to be removed by substitution of collateral or otherwise.

16. USE AND ASSIGNMENT: LESSEE expressly acknowledges and agrees that its use of the premises during the term of this Lease and any renewals thereto shall be limited to the provision of services to children as outlined in that certain Interagency Agreement heretofore entered into between the parties and the terms of which are incorporated herein by reference. LESSEE further acknowledges that it shall not use the premises for any other purposes or sublet the premises and/or seek to assign its rights and obligations hereunder without the express prior consent of LESSOR and the NORTH BREVARD COUNTY HOSPITAL DISTRICT (d/b/a PARRISH MEDICAL CENTER), if applicable. LESSEE further agrees to abide by all rules and regulations adopted by LESSOR concerning access, security, maintenance and use of the premises, provided such rules and regulations are applied on a uniform basis to all tenants.

17. CONDEMNATION: If the whole of the demised premises shall be taken or condemned by any competent authority for any public use or purpose during the term of this Lease, LESSEE reserves unto itself the right to prosecute its claim for an award based upon its leasehold interest and ownership of buildings, alterations and improvements for such taking, without impairing the rights of LESSOR for the taking or injury to the reversion.

In the event that a part of the demised premises shall be taken or condemned, and that:
(a) The part so taken includes the building on the demised premises or any part thereof; or
(b) The part so taken shall consist of twenty-five percent (25%) or more of the total parking area; or
(c) Such partial taking shall result in cutting off direct access from the demised premises to any adjacent public street or highway;

Then and in any such event the LESSEE may at any time either prior to or within a period of sixty (60) days after the date of when possession of the premises shall be required by the condemning authority, elect to terminate this Lease, or in the event that a part of the demised premises shall be taken or condemned under circumstances under which the LESSEE will have no such option, then in either such event this Lease shall continue in effect with respect to the portion of the demised premises not so taken, and LESSOR will, with all due diligence and at its own cost and expense, repair and restore the demised premises or what may remain thereof to their former condition, and until the completion of such work, the obligation of the LESSEE to pay rent and real estate taxes shall abate.
18. **SUBORDINATION:** This Lease shall be subordinate to the Land Lease Agreement between LESSOR and the NORTH BREvard COUNTY HOSPITAL DISTRICT (d/b/a PARRISH MEDICAL CENTER), together with any mortgage against the premises now existing or later obtained by LESSOR, but any mortgagee must agree that the LESSEE herein and/or its sub-lessee shall not be disturbed in its possession of the premises in the event of a foreclosure suit brought against the mortgagor, so long as LESSEE is not in default of this Lease. LESSEE agrees that it will, upon demand, execute any and all instruments as may be required to evidence such subordination upon the conditions herein set forth.

19. **LESSEE COMPLIANCE:** That the LESSEE shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisance or other grievances, in, upon or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the Southeastern Underwriters Association for the prevention of fires, at its own cost and expense.

20. **NOTICES:** Every notice, approval, consent or other communication authorized or required by this Lease, shall be effective if given in writing and sent by United States Registered or Certified Mail, Return Receipt Requested, with postage prepaid, and addressed directly to the LESSOR and LESSEE at their respective addresses, as set forth on the last page of this Lease Agreement, or such other addressed as either party may designate by written notice, from time to time.

21. **CONSTRUCTION OF LEASE:** In the event that any of the provisions of this Lease shall by court order be held invalid or in contravention of any of the laws of any State of the United States Government, such invalidation shall not serve to affect the remaining portion of this Lease Agreement.

22. **LEASE BINDING ON SUCCESSOR:** This contract shall bind the LESSOR and LESSEE, and their respective successors, heirs, assigns, sub-lessees, administrators, legal representatives, or executors, as the case may be.

23. **HEADINGS:** Headings or titles of the paragraphs and subparagraphs are inserted solely for the convenience of reference and shall not constitute a part of this Lease, nor shall they affect its meaning, construction or effect.
IN WITNESS WHEREOF, the LESSOR and the LESSEE have respectively signed and sealed this Lease as of the day and the year first above written.

Witnesses for Lessor: NORTH BREVARD MEDICAL SUPPORT, INC.

____________________________ By____________________________

____________________________ Title: ________________________________

Witnesses for Lessee: SCHOOL BOARD OF BREVARD COUNTY

____________________________ By____________________________

____________________________ Title: ________________________________