

Lease Agreement

"Lessor" : [REDACTED]
"Lessee": [REDACTED]
Description of "Premises": [REDACTED] Ave, Opa-locka, FL 33054
Use of Premises: Child care center
"Base Rent" : \$2,400.00 per month
Security Deposit: \$2,400.00
Term: Five years
"Commencement Date": ~~October 1st, 2011~~
Nov.

1. **PREAMBLE - PARTIES AND PREMISE:** The Lessor hereby leases the Lessee the "Premises" described above. The parties agree to be legally bound as follows:

2. **TERM:** The Term of this lease shall be for the period stated above commencing at 12:01 A.M. on the date stated above and continuing until the end of the above stated Term or until terminated as provided herein.

3. **USE OF PREMISES:** The premises shall be used by Lessee only for the purposes listed above and for no other use or uses without the express written consent of Lessor.

4. **RENT AND SECURITY**

a. **BASE RENT:** Lessee agrees to pay to Lessor as monthly rent for the use and occupancy of the premises the "Base Rent" listed on the first page of this Lease Agreement. This amount shall be payable prior to the Commencement Date listed above and the first day of every month thereafter following the Commencement Date at the office of Lessor or such other place or places as Lessor may from time to time designate by written notice given to Lessee. In the event that the Commencement Date of this Lease is a date other than the first day of a calendar month, the rent due for that initial month shall be pro rated based on the percentage of that month remaining following the Commencement Date of this Lease.

b. SECURITY DEPOSIT: The Lessee agrees to pay the Lessor the security deposited on the first page of this Lease Agreement. The amount of the security deposit shall be divided and pro rated for a 12 month term increasing the Lessee to \$2,756.00 for the 12 months period. The security deposit shall commence on October 1st, 2011 and end on September 1st, 2012. Rent will revert to "Base Rent" as is described on page 1 of this agreement.

c. SALES TAX: The Lessee shall also pay the 6% sales tax along with each rent installment due under the above paragraph.

d. PAYMENTS DUE UPON THE SIGNING OF THE LEASE: Upon the signing of this Lease Agreement, the Lessee shall pay to the Lessor the first and last month's rent for the Term plus the security deposit due under this Lease Agreement.

5. SECURITY DEPOSIT:

a. PURPOSE OF SECURITY DEPOSIT: The security deposit shall act as security for Lessee's faithful performance of the Lessee's obligations under this lease Agreements. If the Lessee fails to pay rent or other charges due under this lease Agreement, or otherwise defaults with respect to any provision of this Lease Agreement the Lessor may use, apply or retain all or any part of the deposit to cure the default or to compensate the Lessor for all damage sustained by it resulting from Lessee's default. If any part of the deposit is so used or applied, Lessee shall, upon demand, deposit cash with the Lessor in an amount sufficient to restore the security deposit to its original amount. Lessee's failure to do so shall be a material breach of this Lease Agreement. The Lessor shall not be required to segregate the security deposit from its other funds and no interest shall accrue or be payable with respect to it. The payments due in this paragraph

b. RETURN OF SECURITY DEPOSIT: The security deposit is to be returned to the Lessee upon the proper termination of this Lease Agreement in accordance with the terms herein, unless it has first been applied towards arrearages in the payment of rent that is due or towards the payment of damages suffered by the Lessor by reason of any breach of the terms and conditions of this Lease Agreement.

6. HOLD OVER: Should Lessee hold over and continue in possession of the premises after expiration of the term of this lease or any extension thereof, Lessee's continued occupancy of the premises shall be considered a month-to-month tenancy subject to all the terms and conditions of this lease.

7. LESSOR'S INABILITY TO DELIVER POSSESSION: Should Lessor for any reason be unable to deliver possession of the premises to Lessee on the date specified in this lease as the date on which the term of this lease is to commence, this lease shall not be void or voidable nor shall Lessor be liable to Lessee for any loss or damage resulting from such failure to deliver possession to Lessee so long as Lessor has exercised, and continues to exercise, reasonable diligence to deliver possession of the premises to Lessee. No rent shall, however, accrue or become due from Lessee to Lessor under this lease until the actual physical possession of the premises is delivered, or the right to actual unrestricted physical possession of the premises under this lease is tendered, by Lessor to Lessee. Furthermore, the term of this lease shall not be extended by Lessor's inability to deliver possession of the premises to Lessee on the date specified in this lease.

8. PROHIBITED USES: Lessee shall not commit or permit the commission of any acts on the premises nor use or permit the use of the premises in any way that:

- a. will increase the existing rates for or cause cancellation of any fire, casualty, liability, or other insurance policy insuring the premises or the contents;
- b. violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereinafter enacted, governing the premises;
- c. obstructs or interferes with the rights of other tenants or occupants in the Building where the premises are located or injures or annoys them; or
- d. constitutes the commission of waste on the premises or the commission or maintenance of a nuisance.

9. ALTERATIONS: Lessee shall not make (or permit any other person to make) any alterations to the premises without the prior written consent of Lessor.

- a. Should Lessor consent to the making of any alterations to the premises by Lessee, the alterations shall be made at the sole cost and expense of Lessee by a contractor or other person selected by Lessee and approved in writing before work commences by Lessor.
- b. Any and all alterations, additions, or improvements made to the premises shall on expiration or sooner termination of this lease become the property of Lessor and remain on the premises; provided, however, that on expiration or sooner termination of this lease and written demand being given by Lessor, Lessee shall at Lessee's sole cost and expense remove all alterations, additions, and improvements made to the premises by Lessee and pay all costs of repairing any damages to the premises caused by their removal.

c. Lessee shall keep the premises free from any liens arising out of any work performed, material furnished, or obligations incurred by the Lessee. The interest of the Lessor in the Premises shall not be subject to liens that arise from improvements made by the Lessee regardless of whether or not the Lessor had previously consented to such improvements.

d. The Lessee agrees not to begin making any alterations of the premises until at least five (5) days after receiving Lessor's written consent so that the Lessor will have an opportunity to post appropriate notices to avoid any possible liability with respect to mechanics' liens, material men's liens, or other such claims. The Lessor shall at all times permit such notices to be posted and to remain posted until the completions and acceptance of the work.

10. MAINTENANCE AND REPAIRS

a. Lessee admits, by entering into possession under this lease, that the premises are now in a good, clean, and safe condition and repair.

b. Lessor shall, at Lessor's own cost and expense, maintain the exterior walls, exterior windows, roof and structural supports of the premises and see that they are kept in good order and repair, except that the Lessee shall reimburse the Lessor for the cost any repairs required on account of the negligent or willful acts of Lessee or Lessee's agents or employees.

c. Lessee shall, at all times during the term of this lease and any renewal or extension thereof, maintain, at Lessee's sole cost and expense, every other part of the premises not required by this lease to be maintained by the Lessor, in a good, clean, and safe condition, and shall on expiration or sooner termination of this lease surrender the premises to Lessor in as good condition and repair as they are in on the date of this lease, reasonable wear and tear and damage by the elements excepted.

11. INSPECTION BY LESSOR: Lessee shall permit Lessor or Lessor's agents, representatives, or employees to enter the premises at all reasonable times for the purpose of inspecting the premises to determine whether Lessee is complying with the terms of this lease and for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in the premises under this lease.

12. PAYMENT OF UTILITY CHARGES: Lessee shall pay, and hold Lessor and the property of Lessor free and harmless from, all charges for utilities including, but limited to, the furnishing of gas, electricity, telephone service, the furnishing of water, the removal of garbage and rubbish, and any other public utilities to the premises during the Term of this Lease or any extension thereof.

13. PERSONAL PROPERTY TAXES: Lessee shall pay before they become delinquent all taxes, assessments, or other charges levied or imposed by any governmental entity on the furniture, trade fixtures, appliances, and other personal property placed by Lessee in, on, or about the premises including, without limiting the generality of the other terms used in this section, any shelves, counters, vaults, vault doors, wall safes, partitions, fixtures, machinery, plant equipment, office equipment, television or radio antennas, or communication equipment brought on the premises by Lessee.

14. REAL PROPERTY TAXES: All real property taxes and assessments levied or assessed against the premises by any governmental entity, including any special assessments imposed on or against the premises for the construction or improvement of public works in, on, or about the premises, shall be paid, before they become delinquent, by Lessor; provided, however, Lessee shall conduct no activity on the premises nor place any articles on the premises that will increase the real property taxes levied or assessed against the premises. As of the Commencement Date, the property on which the Premises is located is exempt from the payment of ad valorem real estate taxes.

15. DESTRUCTION OF PREMISES: Should the premises or the Building of which they are a part be damaged or destroyed by any cause not the fault of Lessee, Lessor shall at Lessor's sole cost and expense promptly repair the same and the rent payable under this lease shall be abated for the time and to the extent Lessee is prevented from the premises in their entirety; provided, however, that should the cost of repairing the damage or destruction exceed 50% percent of the full replacement cost of the premises or the building of which the premises are a part, Lessor may, in lieu of making the repairs required by this paragraph, terminate this lease by giving Lessee 30 days' written notice of such termination.

16. CONDEMNATION OF PREMISES: Should all or any part of the premises be taken by any public or quasi-public agency or entity under the power of eminent domain during the term of this lease:

a. either Lessor or Lessee may terminate this lease by giving the other 30 days' written notice of termination; provided, however, that Lessee cannot terminate this lease unless the portion of the premises taken by eminent domain is so extensive as to render the remainder of the premises useless for the uses permitted by this lease;

b. any and all damages and compensation awarded or paid because of the taking, except for amounts paid Lessee for moving expenses or for damage to any personal property or trade fixtures owned by Lessee, shall belong to Lessor, and Lessee shall have no claim against Lessor or the entity exercising eminent domain power for the value of the unexpired term of this lease;

c. should only a portion of the premises be taken by eminent domain and neither Lessor nor Lessee terminates this lease, the rent thereafter payable under this lease shall be reduced by the same percentage that the floor area of the portion taken by eminent domain bears to the floor area of the entire premises; and

d. should any portion of the building containing the premises other than the premises be taken by eminent domain, Lessor may, at his option, terminate this lease.

17. NO ASSIGNMENT OR SUBLEASING: Lessee shall not encumber, assign, or otherwise transfer this lease, any right or interest in this lease, or any right or interest in the premises without the prior express written consent of Lessor. Neither shall Lessee sublet the premises or any part thereof or allow any other persons, other than Lessee's agents and servants, to occupy or use the premises or any part thereof without the prior written consent of Lessor. A consent by Lessor to one assignment, subletting, or occupation and use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, or occupation and use by another person. Any encumbrance, assignment, transfer, or subletting without the prior written consent of Lessor, whether it be voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Lessor, terminate this lease. The consent of Lessor to any assignment of Lessee's interest in this lease or the subletting by Lessee of the premises shall not be unreasonably withheld.

18. INDEMNIFICATION: The Lessee agrees to indemnify and hold Lessor harmless (to the extent of limitations included in section 768.28, Florida Statutes) from any and all claims, liability, losses, and causes of action which may arise solely as a result of the Lessee's negligence; however, nothing in the Section shall indemnify the Lessor for any liability or claims arising out of the negligence of the Lessor or as the result of the negligence of a third party.

19. LIABILITY INSURANCE: Lessee shall, at its own cost and expense, secure within 10 days and maintain during the entire term of this lease and any renewals or extensions of such term a broad form comprehensive coverage policy of public liability insurance issued by an insurance company acceptable to Lessor and insuring Lessor against loss or liability caused by or connected with Lessee's occupation and use of the premises under this lease. Lessee shall provide Landlord with current Certificates of Insurance evidencing Lessee's compliance with this paragraph. The insurance shall be in amounts not less than:

a. \$100,000 for injury to or death of one person and, subject to such limitation for the injury or death of one person, of not less than \$300,000 for injury to or death of two or more persons as a result of any one accident or incident; and

b. \$10,000 for damage to or destruction of any property of others.

20. UNREMOVED TRADE FIXTURES: Any trade fixtures that are not removed from the premises by Lessee 60 days after this lease's expiration or sooner termination, regardless of cause, shall be deemed abandoned by Lessee and shall automatically become the property of Lessor as owner of the real property to which they are affixed.

21. ACTS CONSTITUTING BREACHES BY LESSEE: Lessee shall be guilty of a material default and breach of this lease should:

- a. any rent be unpaid when due and remain unpaid for 15 days after written notice to pay such rent or surrender possession of the premises has been given to Lessee by Lessor;
- b. Lessee default in the performance of or breach any provision, covenant, or condition of this lease other than one for the payment of rent and such default or breach is not cured within 15 days after written notice thereof is given by Lessor to Lessee;
- c. Lessee breach this lease and abandon the premises before expiration of the term of this lease;
- d. a receiver be appointed to take possession of all or substantially all of Lessee's property and not be discharged within 20 days after his or her appointment;
- e. Lessee make a general assignment for the benefit of creditors; or
- f. execution or attachment be levied on all or substantially all of Lessee's property and assets and not be discharged within 20 days.

22. LESSOR'S REMEDIES FOR LESSEE'S DEFAULT: If Lessee breaches this lease, Lessor shall have the following remedies which are in addition to its rights and remedies granted under the laws of the State of Florida:

- a. **Termination:** The Lessor shall have the right to terminate this lease and to thereupon re-enter and take possession of the premises with or without legal process. In addition, Lessor has the right to obtain possession of the premises as provided by law.
- b. **Continue Lease:** The Lessor may continue this lease in effect by not terminating Lessee's right to possession of the premises and thereby be entitled to enforce all Lessor's right to recover the rent specified in this lease as it becomes due under this lease;
- c. **Reletting Premises:** The Lessor, at its option, shall have the right, without terminating this lease, to re-enter and relet the premises with or without legal process, as the agent and for the account of the Lessee and upon such terms as it, in its sole

discretion, may choose. Lessor may make alterations and repairs to the premises. Nothing in this lease shall require the Lessor to re-enter and relet. If the Lessor does re-enter and relet the Lessor shall not be required to pay the Lessee the surplus of any sums received in excess of the rent provided by this lease.

d. Other: Lessee shall be liable to lessor in addition to its other liability for breach of the lease for all expenses of the reletting, and of the alteration and repairs made, which lessor may incur. In addition lessee shall be liable to lessor for the difference between the rent received by Lessor under the reletting and the rent installments that are due for the same period under this lease. Lessor at its option may apply the rent received from reletting the premises as follows:

- i. To expenses of reletting and alterations and repairs made;
- ii. To payment of a reasonable attorneys fee and any real estate commissions paid
- iii. To reduce lessee's indebtedness to lessor under the lease, not including indebtedness for rent;
- iv. To rent due under the lease;
- v. To payment of future rent under this lease as it becomes due.

e. Re-enter and Remove Property: The Lessor may re-enter and remove all persons and property from the premises and have it stored in a public warehouse or elsewhere at the cost of and for the account of the Lessee, 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.

f. Acceleration: At its sole discretion the Lessor may declare the entire deficiency of the rent owing for the remainder of the term to be immediately due and payable by Lessee.

g. Appointment of Receiver: After reentry, Lessor may procure the appointment of a receiver to take possession of and collect rents and profits from the Lessees' business. If necessary, to collect such rents and profits the receiver may carry on the Lessees' business and take possession of the Lessees' personal property used in the business, including inventory, trade fixtures, and furnishings, and use the in the business without compensating the Lessees there for. Proceedings for appointment of a receiver by Lessor, or the appointment of a receiver and the conducting by him or her of the Lessees' business shall not terminate this lease unless Lessor has given the Lessees written notice of such termination as provided herein.

23. SUCCESS OF FAILURE OF LESSEE'S BUSINESS: The Lessee specifically recognizes and acknowledges that the business venture to be undertaken on the Premises depends upon the Lessee's ability as an independent business person, as well as other factors, such as market and economic conditions, beyond the control of either the Lessor or the Lessee. The Lessee acknowledges that the success or failure of the Lessee's business enterprise will be dependent

on the business acumen and diligence of the Lessee. The Lessee agrees that success or failure of the Lessee's business will not depend on the Lessor's performance under this Lease. The Lessor makes no representations or warranties as to the success of the Lessor's business.

24. WAIVER OF BREACH: The waiver by Lessor of any breach by Lessee of any of the provisions of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee either of the same or another provision of this lease. The subsequent acceptance of rent under this Lease Agreement by the Lessor shall not be deemed to be a waiver of any preceding breach by the Lessee of any term, covenant, or condition of this Lease Agreement, other than the failure of the Lessee to pay the particular rental so accepted, regardless of the failure of the Lessee to pay the particular rent so accepted, regardless of the Lessor's knowledge of a preceding breach at the time of acceptance of rent.

25. FORCE MAJEURE - UNAVOIDABLE DELAYS: Should the performance of any act required by this lease to be performed by either Lessor or Lessee be prevented or delayed by reason of an act of God, strike, lockout, labor troubles, inability to secure materials, restrictive governmental laws or regulations, or any other cause, except financial inability, not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused; provided, however, that nothing contained in this section shall excuse the prompt payment of rent by Lessee as required by this lease or the performance of any act rendered difficult solely because of the financial condition of the party, Lessor or Lessee, required to perform the act.

26. ATTORNEYS' FEES: Should any litigation or arbitration be commenced between the parties to this lease concerning the premises, this lease, or the rights and duties of either in relation thereto, the party, Lessor or Lessee, prevailing in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for its attorneys' fees.

27. NOTICES: Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this lease or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to an agent of the party to whom they are directed, or in lieu of such personal service when deposited in the United States mail, certified or registered, return receipt requested, addressed to Lessee or Lessor at the addresses listed on the first page of this Lease Agreement. Either party, Lessee or Lessor, may change its address for the purpose of this section by giving written notice of such change to the other party in the manner provided in this section.

28. BINDING ON HEIRS AND SUCCESSORS: This lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, Lessor and Lessee, but nothing in this section contained shall be construed as a consent by Lessor to any assignment of this lease or any interest therein by Lessee.

29. PARTIAL INVALIDITY: Should any provision of this lease be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this lease shall remain in full force and effect unimpaired by the holding.

30. SOLE AND ONLY AGREEMENT: This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the premises, the leasing of the premises to Lessee, or the lease term herein specified, and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting the premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are void.

31. TIME OF ESSENCE: Time is expressly declared to be the essence of this lease.

IN WITNESS WHEREOF, the parties hereto agree to the above terms and have caused this Contract to be executed in their names by their duly authorized officers.

LESSOR:

[REDACTED]

[REDACTED]

LESSEE:

[REDACTED]