

LEASE AGREEMENT

This Agreement of Lease, made effective the 1 day of March, 2016, between, SAINI MARK EVANGELICAL LUTHERAN CHURCH, DUNEDIN, FLORIDA, INC., a Florida not-for-profit corporation, whose address is 1120 Curlew Road, Dunedin, FL 34698 (hereinafter referred to as "Lessor") and Galaxy Education Inc. (d.b.a. Discovery Academy of Science), whose address is 1380 Pinehurst Rd Dunedin FL 34698 (hereinafter referred to as "Lessee").

WITNESSETH:

For and in consideration of the rental herein reserved, and of the covenants, conditions, agreements, and stipulations of the hereinafter expressed, the parties agree as follows:

1. **Premises:** The Lessor hereby leases to Lessee, and Lessee hereby hires and takes from Lessor, the following described premises:

a. The school building (whose mailing address is 2817 St. Marks Drive), classrooms on the second floor of the office wing, (together comprising 15,000 square feet of space), use of the Social Hall in accordance herewith, the playground and the basketball court, hereinafter referred to as "Leased Premises" or "Premises".

2. **Term:**

a. The term of this Lease shall be for sixty (60) months, commencing on the first (1st) day of August, 2016 ("Lease Commencement Date"), and terminating on the thirty-first (31st) day of July, 2021.

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b. Possession Date: Prior to the Commencement Date from and after May 1, 2016, Lessee, in order to accomplish the move and improvements approved by Lessor, shall be entitled to limited right of possession and entry to the Premises.

c. If Lessee chooses to take possession prior to August 2016, it will be responsible for 80% of electric and water bills (water bill includes garbage removal) and fire alarm monitoring; see item 14.b, Lessee Responsibilities.

d. Any holding over after the expiration of the term hereof, or of any renewal, shall be construed to be a tenancy from month to month, at a monthly rental rate at two times the monthly rental pursuant to Florida Statute 83.06.

e. During the final twelve (12) months of this Lease term, Lessor shall be permitted to show prospective Lessees the Leased Premises upon giving Lessee forty-eight (48) hours' prior notice.

f. Notwithstanding anything contained herein to the contrary, this Lease is contingent upon Pinellas County School Board approval of a Charter School contract between Discovery Academy of Science and Pinellas County on or before March 31, 2016.

3. **Extension Options:** Provided Lessee is not in default and has not been in default under this Lease, after initial lease term Lessee will have the right to two (2) 5 year extensions to renew the Lease with 6-month prior written notice provided to Lessor before each extension.

4. **Rental:** Lessee shall pay to Lessor the rent shown on Exhibit "A" attached and made part hereof, in equal monthly installments payable in advance on the first day of each and every month during the Lease Term, together with the Florida rental/sales tax or any similar or successor tax, if any. If the Lease Term commences on a day other than the first day of a month, Lessee shall pay rent and any other charges hereunder applicable to such partial month, on a pro-rata basis. Notwithstanding anything contained herein to the contrary, Lessee shall not commence paying rent until August 1, 2016. If extended as herein provided, the rental shall increase by two percent (2%) over and above the then rental amount with each extension. The second extension cannot be exercised until six (6) months prior to the end of the first extension.

5. **Portable Units:** Lessor, provided Lessee is not in default of this Lease, will allow Lessee to utilize up to 2 portable unit(s) if needed in the area where the previous tenant had portables. Lessee will pay Lessor additional rent of \$750 per month, plus applicable sales tax, per portable, together with any applicable sales tax, to cover additional costs. Lessee will be responsible for paying the rent and installation for the portable unit(s) to the portable company. Lessee is responsible for all costs associated with removal of portables and returning grounds to the condition prior to portable installation.

6. **Use of Social Hall:** Lessor shall allow Lessee to use the Social Hall (cafeteria) at all times for school purposes during

normal school hours and for those other times mutually agreed upon by the parties. In the event that Lessor requires this space for a funeral reception or other church event, Lessee will allow Lessor use of this space with prior notice given as soon as possible but not less than 5 days prior to Lessor's intended use.

7. **Security Deposits:** Lessee shall, on or before August 1, 2016, deposit with Lessor the sum of \$800.00, and an additional \$800.00 per month on the first day of each and every month thereafter until September 1, 2018, and Lessor has received a total of \$20,000.00, as security for Lessee's faithful performance and observance of the terms, provisions, and conditions of this Lease. In the event Lessee defaults with regard to any of the terms, provisions, and conditions of this Lease, including, but not limited to, the payment of rent and additional rent, Lessor may use, apply, or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent or any other sum as to which Lessee is in default or for any sum which Lessor may expend or may be required to expend because of Lessee's default as to any of the terms, covenants, and conditions of this Lease, including but not limited to, any damages or deficiency in the reletting of the Premises.

The security deposit shall, in the event that Lessee shall fully and faithfully comply with all of the terms, provisions, covenants, and conditions of this Lease, be returned to Lessee within 45 days after the date fixed as the end of the Lease and

after delivery to Lessor of entire possession of the Leased Premises in the condition required hereby.

Lessor shall have the right, in the event of a sale of the land and building or leasing of the building, of which the Premises form a part, to transfer the security deposit to the purchaser/vendee or Lessee and Lessor shall thereupon be released from all liability for the return of said security deposit; and Lessee agrees to look solely to the new lessor for the return of said security deposit. The parties agree that the provisions hereof shall apply to every transfer or assignment made of the security deposit to a successor to Lessor.

Lessee further covenants that it will not assign or encumber or attempt to assign or encumber the funds deposited herein as security and that neither Lessor nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment, or attempted encumbrance.

There shall be no obligation for Lessor to hold the security deposit, or any part thereof, in a separate account or pay interest on any such sum.

8. **Possession Date:** Lessor, subject to the terms hereof, shall provide possession of the Premises to Lessee no later than May 1, 2016 for purposes of refurbishment and improvements.

9. **Lessee Improvements:** Lessor will provide an allowance of \$42,000 for the Lessee improvements approved by Lessor (painting, replacing flooring and providing network, security and intercom cables). Lessee will deduct the amount over a period of the

initial 12 months of the Lease from the monthly rent (\$3500/month) starting from the Commencement Date.

Lessee will provide copies of invoices monthly which indicate that the improvements were completed with the allowance mentioned above: improvements that can be applied toward this allowance are:

- i. Painting
- ii. Flooring Replacement and Cleaning
- iii. Telecommunications Upgrades
- iv. Such other improvements as approved by Lessor in writing in advance

Lessee shall provide Lessor with paid invoices of completed repairs and improvements to Lessor documenting cost of improvements. Lessee shall not begin Lessee Improvements until after the Possession Date outlined above.

All work to be performed by duly licensed professionals for the appropriate trade which shall provide Lessor with evidence of satisfactory workers compensation and liability insurance.

All work to be done only if all permits have been obtained and comply with all building and other codes and regulations.

Lessee shall pay for all labor, services and materials furnished to Premises and shall not permit any liens to attach to the Leased Premises. Any liens which are filed shall attach solely to the Lessee's leasehold interest and no liens shall attach to the Lessor's fee title, all such liens being hereby expressly prohibited.

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If any mechanic's or other liens, or order for payment of money, shall be filed against the Leased Premises as a result of Lessee's actions, Lessee shall cause the same to be cancelled and discharged of record, by bond or otherwise, at the expense of the Lessee, and shall also defend on behalf of Lessor, at Lessee's sole cost and expense, any action, suit or proceeding which may be brought thereon for any enforcement of such liens, liens, or orders, and Lessee will pay any damage and satisfactorily discharge any judgment therein entered, and save harmless Lessor from any claim, attorney's fees or damage therefrom. If any such liens or claim shall not be removed by the Lessee within fifteen (15) days after notice is given by Lessor, Lessor shall have the right to remove same by payment or otherwise, and all sums expended by Lessor shall be paid by the Lessee to Lessor on demand.

Lessor hereby gives notice that neither Lessor, nor the Leased Premises themselves nor any part thereof, are or can be at any time liable or responsible for the costs, in whole or in part, of any alteration or improvement or other work of any kind (whether for labor or materials or whether required to be done pursuant to the terms of this Lease) in connection with or upon the Leased Premises, nor can any mechanic's lien accrue against or be filed against the Leased Premises or any part thereof.

10. Use of Premises: The Lessee shall use said Premises for use as a charter school, and for no other purpose whatsoever. Lessee shall comply with all present and future laws or

ordinances applicable to the Leased Premises and shall not commit or suffer waste on the Premises, or use or permit anything on the Premises which may be illegal, or constitute a private or public nuisance, or conflict with or invalidate or increase the cost of any of Lessor's fire and extended coverage insurance, or which may be dangerous to persons or the property of the Lessor or other Lessees of Lessor's building, their agents, servants, employees, and invitees. Notwithstanding the foregoing, Lessee's effecting an increase in the cost of any of Lessor's fire and extended insurance or other insurance shall be paid by Lessee in addition to and at the time of each rent payment.

11. **Condition of Premises:** Lessee acknowledges that Lessor is delivering the Premises "as is" "where is" on the Possession Date of the Premises and Lessor shall have no obligation with regard to condition of Premises and systems, including, but not limited to, heating, cooling and air conditioning, unless specifically herein designated as a Lessor obligation. Notwithstanding anything contained herein to the contrary, Lessor shall only be responsible for those items described in Exhibit "C" attached hereto and made a part hereof, being the sole items Lessor is obligated to repair or replace. Any and all other repairs or replacements are the obligation of the Lessee.

12. **Repairs and Maintenance, and Changes by Lessee:**

a. **Operating Expenses Lessor Responsibilities:** Except where damaged or non-operational as a result of Lessee's intentional acts or gross negligence, Lessor shall be directly

responsible for roof, landscaping and exterior. Lessor shall be responsible for the in-wall mechanical systems.

Lessor will ensure that all bathrooms will meet city of Dunedin code requirements prior to Lessee occupancy. Lessee shall thereafter be responsible for any changes required as a result of any changes in codes, regulations or ADA.

Lessor shall be responsible for 70% of repair costs for electrical, mechanical and plumbing systems not caused by Lessee's gross negligence or intentional acts, in which case Lessee shall be solely responsible. In addition, Lessor will be responsible for 70% of costs for air conditioner repair that are over and above the air conditioning maintenance contract. All repairs/refurbishments must be performed by licensed bonded insured contractors and in compliance with all codes and regulations.

b. **Lessee Responsibilities:** Lessee will maintain, in good repair, the square footage they are occupying (cleaning, electric, water, cable, fire alarm monitoring, pest control and phone) and will maintain the facility in a manner that is consistent with which it was received. Lessee will be responsible for playground equipment, playground grounds basketball court and occupied interior spaces. Lessee will be responsible for their Liability Insurance. Since there is only one meter for electric usage and water (includes garbage removal), Lessee shall pay 80% of all electric and water bills;

Lessor shall pay 20% of electric and water bills. Lessee shall pay 80% of fire alarm monitoring; Lessor shall pay 20%.

Lessee shall be responsible for and shall pay 30% of repair costs for electrical, mechanical and plumbing systems, unless such repair is a result of Lessee's intentional act or gross negligence, in which case Lessee is solely responsible. In addition, Lessee will be responsible and shall pay for 30% of air conditioner repairs that are over and above the air conditioning maintenance contract in place with Cox Heating & Air Conditioning, Inc., a copy of which is attached as Exhibit "B". All repairs/refurbishments must be performed by licensed bonded insured contractors in compliance with all codes and regulations. Contractors and sub-contractors will maintain insurance limits of \$500,000/\$1,000,000 or combined single limit of \$1,000,000.

Notwithstanding anything herein to the contrary, Lessee will maintain 100% of Air Conditioning service agreement that covers the air conditioners that service the square footage that Lessee occupies.

Lessee will be responsible for its portion of the pest control costs, as currently negotiated with pest control provider. Lessee will notify Lessor of presence of insects so that Lessor may contact pest control provider for service.

Upon the expiration of or prior termination of this Lease, the Lessee shall remove all property of the Lessee from the Premises, except plumbing and other fixtures and leasehold

improvements which may have been installed by the Lessee, under the allowance provided for herein, and except as otherwise provided in this Lease, and surrender the Leased Premises to the Lessor "broom clean" in as good order and condition as it was upon Lessee going into possession, ordinary wear and tear excepted. Any property left on the Premises after the expiration or other termination of this Lease may be disposed of by Lessor in accordance with Florida Statutes. If Lessee property is left behind, Lessee will pay Lessor for costs of removal.

c. Except as set forth herein, Lessee shall not make any structural alterations or additions to the roof or exterior to the Leased Premises without first procuring Lessor's written consent to the plans, specifications and contractors performing the work. Lessee shall not make structural alterations or additions, nor in any way penetrate the roof of the building.

d. It is generally understood that mold spores are present essentially everywhere and that mold can grow in most any moist location. Emphasis is properly placed on prevention of moisture and on good housekeeping and ventilation practices. Lessee acknowledges the necessity of housekeeping, ventilation, and moisture control (especially in kitchens, janitor's closets, bathrooms, break rooms and around outside walls) for mold prevention. In signing this Lease, Lessee has first inspected the Premises and certifies that it has not observed mold, mildew or moisture within the Premises and accepts the Premises in an "as is" condition. Lessee agrees to immediately notify Lessor if it

observes mold/mildew and/or moisture conditions (from any source, including leaks), and allow Lessor to evaluate and make recommendations and/or take appropriate corrective action. Lessee waives and releases Lessor from any liability for any bodily injury, ailments, infirmities or damages to property caused by or associated with moisture or the growth of or occurrence of mold or mildew on the Premises, except where caused by acts or inaction of the Lessor. In addition, the execution of this Lease constitutes acknowledgement by Lessee that control of moisture and mold prevention are integral to Lessee's Lease obligations.

e. The Lessee shall diligently secure the Premises and put measure in place to guard against vagrancy, loitering and thievery.

f. Lessee shall use the Leased Premises for the following and for no other purposes provided such purposes shall at all times comply with all zoning, land use laws, rules and regulations: Charter School. All such use of the Leased Premises shall be in full compliance with all laws, ordinances, rules and regulations of all public authorities having jurisdiction over the Leased Premises and no part of the Leased Premises shall be occupied or used for any purpose or in any manner so as to increase the insurance risk or prevent the obtaining of insurance or so that, in accordance with any requirements of law or any public authority except as otherwise provided herein. Except as otherwise provided herein, Lessor shall not be obligated to make any addition, renovation or

alteration to or in the building to bring the same into compliance with any law, rule or regulation and Lessee shall be solely responsible for the same. Lessor, at no cost to Lessor, shall cooperate with Lessee in obtaining all approvals required by Lessee.

g. If the Lessee is required by the Pinellas County School Board (PSCB) to utilize the services of an independent firm to prepare a safety and security report to be submitted to the PSCB before the beginning of the Lease. Lessor requires a copy of the report so that items noted can be addressed by both Lessor and Lessee at the sole expense of the Lessee.

13. **Use and Zoning:** Lessor agrees to provide Lessee with all architectural plans in its possession or control for Lessee's review. Lessee shall be entitled to make copies of the same.

14. **Janitorial Services:** Lessee agrees to keep all rubbish and garbage in containers while on the Leased Premises and shall dispose of all of such rubbish and garbage in a dumpster or other containers paid by Lessee and located on the Premises. The Lessee shall perform and provide for all of Lessee's janitorial services required on the Leased Premises.

15. **Damage to Lessee's Property or Premises:**

a. The Lessor and its agents shall not be liable in damages, by abatement in rent or otherwise, for any damage either to the person or the property of the Lessee, or for the loss of or damage to any property of the Lessee by theft or from any other cause whatsoever, whether similar or dissimilar to the

foregoing. The Lessor or its agents shall not be liable for any injury or damage to persons or property, or loss or interruption to business resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow, or leaks from any part of the exterior of the building, or from the pipes, appliances, or plumbing works, or from the street, or subsurface, or from any other place, or by dampness, or by any cause of whatsoever nature; nor shall the Lessor or its agents be liable for any damage caused by other adjacent future Lessees or persons on the Premises, or caused by operations in construction of any private or public or quasi-public work. None of the limitations of the liability of Lessor or its agents provided for in this subsection (a) shall apply if such loss, injury, or damages are proximately caused by the gross negligence or intentional breach by the Lessor, its agents, employees, or independent contractors.

b. The Lessee shall be liable for any damage to the building or property therein which may be caused by an intentional act or negligence, or the acts of its agents, invitees, employees, or students, parents or guardian of students, and the Lessor may, at its option, repair such damage, and the said Lessee shall thereupon reimburse and compensate the Lessor for all costs and expenses incurred, within thirty (30) days after rendition of a statement by the Lessor, for the total cost of such repair and damage.

16. Indemnity, Liability Insurance, Building Insurance, Waiver of Subrogation:

a. Lessee covenants and agrees at all times to indemnify, save and hold harmless the Lessor and the Leased Premises from and against any cost, liability, or expense arising out of any claims of any person or persons whatsoever by reason of the use or misuse of the Leased Premises, parking areas, or any other areas on the property. Lessee shall indemnify, save and hold harmless the Lessor from any penalty, damage, or charge incurred or imposed by reason of any violation of code, law or ordinance by Lessee, its agents, employees, invitees, or any person or persons holding under Lessee, and from any cost, damage, or expense arising out of the death of or injury to any person or persons holding under Lessee (including, but not limited to, those arising from Lessee's Work).

b. Lessee shall, during the entire term hereof, and during any occupancy prior to Commencement Date, keep in full force and effect a policy of comprehensive general public liability insurance with respect to the Leased Premises, and the business operated by Lessee in an amount of not less than \$1,000,000.00 single limit or such greater amount as may be reasonably required by Lessor from time to time. The policy shall name Lessor and any other parties in interest designated by Lessor, and Lessee as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor thirty (30) days prior written notice. With the Lessor's consent, such insurance may be furnished by Lessee under any blanket policy carried by it or under a separate policy

therefore. The insurance shall be with an insurance company having a B+ or greater AM Rating and a copy of the paid-up policy evidencing such insurance or an acceptable certificate of insuror certifying to the issuance of such policy shall be delivered to Lessor prior to commencement of the term of this Lease or Lessee's occupancy, whichever is sooner, and such delivery shall also be made upon renewal of such policy not less than thirty (30) days prior to the expiration of such coverage.

c. Lessor, at Lessee's sole cost and expense, shall carry hazard insurance on the Leased Premises against fire, vandalism, malicious mischief, and such other perils as are from time to time included in a standard extended all risk coverage endorsement in an amount equal to the full insurable value of Leased Premises, insuring the betterments and improvements on the Leased Premises. Lessee shall also carry, at its own cost and expenses, insurance for its trade fixtures, furnishings, equipment and all other items of personal property of Lessee or its licensees located on or within the Leased Premises in an amount equal to not less than the full insurable value thereof and shall furnish Lessor with a Certificate evidencing such coverage naming, in all cases, the Lessor as an additional insured. If Lessee installs any electrical or other equipment that overloads the lines in or to the Leased Premises, Lessee shall at its own expense make whatever changes are necessary to comply with the requirements of the insurance underwriters and governmental authorities having jurisdiction. Lessor and Lessee shall each

annually, or sooner if required, provide the other with evidence of the insurance each is required to maintain pursuant to this Lease.

d. Lessee hereby indemnifies Lessor and agrees to save Lessor harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any condition or occurrence in, upon or at the Leased Premises, except where caused by the intentional act or gross negligence of Lessor. In case Lessor shall be made a party to any litigation commenced by or against Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses and reasonable attorney fees incurred or paid by Lessor in connection with such litigation. Lessor, except where arising from Lessee's invitee's, agent's or employee's actions or negligence or intentional acts, hereby indemnifies Lessee and agrees to save Lessee harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any condition or occurrence in, upon or at the Lease Premises. In case Lessee shall be made a party to any litigation commenced by or against Lessor arising out of Lessor's actions, then Lessor shall protect and hold Lessee harmless and shall pay all costs, expenses and reasonable attorney fees incurred or paid by Lessee in connection with such litigation, unless the same arises out of or is related to Lessee's activities, actions or intentional acts or of its

invitees, agents or employees. Nothing herein shall create a right of subrogation against either party hereto for the benefit of any insurer who shall have waived subrogation in its policy.

e. All insurance policies carried by either party covering the Premises, including but not limited to contents, fire, and casualty insurance, shall to the extent permitted by law expressly waive any right on the part of the insurer against the other party. The parties hereto agree that their policies will include such waiver clause or endorsement so long as the same shall be obtainable without extra cost, or if extra shall be charged therefore, so long as the other party pays such extra cost. If cost shall be chargeable therefore, each party shall advise the other thereof and of the amount of extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so. The failure of any insurance policy to include such waiver clause or endorsement shall not affect the validity of this Lease. Lessee and Lessor further agree to waive all claims, causes of action and rights or recovery against the other, and their respective agents, officers, and employees; for any injury or death of persons or any damage or destruction of persons, property or business which shall occur on or about the Premises originating from any cause whatsoever including the negligence of either party and their respective agents, officers, and employees to the extent such injury, death or property damage shall be covered by a policy or policies maintained by either Lessor or

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Lessee pursuant to this Lease.

17. **Damage or Destruction to Premises:** In the event the Leased Premises shall be partially or totally destroyed by fire or other casualty during the term of this Lease, the damage to the Leased Premises shall be promptly repaired by Lessor, provided such damage is not caused by the Lessee in which event Lessor shall have no obligation to repair the same and Lessor, at its sole option, shall be entitled to retain the insurance proceeds. Lessee shall be solely responsible for repair of any furniture, trade fixtures or improvements made by Lessee. If during the last year of the Lease Term more than twenty-five percent (25%) of the floor area of the building located on the Premises and utilized by Lessee as Leased Premises shall be damaged or destroyed by fire or other casualty, then either party may elect to terminate this Lease by giving written notice to the other party, such notice to be given within forty-five (45) days after the occurrence of such damage or destruction. In the event the Lease is not so terminated, except as to Lessee improvements made or paid for by Lessee, Lessee fixtures and trade fixtures, Lessor shall restore the Premises to its original condition with reasonable diligence.

If Lessor restores the Leased Premises as herein provided, the proceeds of any insurance payable in the event of such casualty shall be applied to cover the cost of such work, and the work shall be initiated with reasonable dispatch and diligently proceeded with to completion to restore the Leased Premises in a manner and to at least a condition equal to that prior to its

damage or destruction. If Lessor does not repair or rebuild hereunder and so elects, all insurance proceeds from policies on the building and Premises shall be the property of the Lessor.

18. Eminent Domain:

a. If the whole of the Leased Premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease as of the day of taking by such public authority and the rent shall be paid up to that day with a proportionate refund by Lessor of such rent as may have been paid in advance for a period subsequent to the date of the taking.

b. If less than the whole but more than one-third of the Leased Premises shall be taken under eminent domain, Lessee shall have the right to either terminate this Lease as of the date of taking, or, to continue in the possession of the remainder of the Leased Premises, and shall notify Lessor in writing of Lessee's intention within ten (10) days after such taking. In the event Lessee elects to remain in possession, all of the terms herein provided shall continue in effect and Lessee shall make all the necessary repairs or alterations to the building and Leased Premises so as to constitute the remaining Leased Premises a complete architectural unit, and Lessor shall make available to Lessee that portion of the condemnation award granted for restoration of said remainder of the Premises.

c. Except to the extent the condemnation award shall be made available for restoration, all damages awarded for a taking under the power of eminent domain shall belong to and be

the sole property of Lessor; provided, however, that Lessee shall be entitled to make a separate claim against such public authority for damage to, and/or cost of removal of Lessee's equipment, fixtures and other property which Lessee would be entitled to remove at the end of the term of this Lease and for business damages.

19. Estoppel Certificate Statement, Attornment, Subordination, and Execution of Documents:

a. Lessee agrees, within ten (10) days after request therefore by Lessor, to execute, in recordable form and deliver to Lessor a statement, in writing, certifying (if such be the case) (a) that this Lease is in full force and effect, (b) the date of commencement of the term of this Lease, (c) that rent is paid currently without any off-set or defense thereto, (d) the amount of rent, if any, paid in advance, and (e) that there are no uncured defaults by Lessor or, if such defaults are claimed, stating the facts giving rise thereto.

b. Lessee agrees that this Lease shall be subject and subordinate to any mortgages now or that may hereafter be placed upon said Leased Premises by Lessor and to any and all advances to be made thereunder and to the interest thereon and all renewals, replacements and extensions thereof and that at the request of Lessor or its lender, Lessee shall execute any instrument providing for such subordination.

c. Failure of the Lessee to execute any of the above instruments, within fifteen (15) days upon written request by

Lessor or its lender, shall constitute a breach of this Lease and the Lessor may, at its option, cancel this Lease and terminate the Lessee's interest therein.

d. Lessee shall, in the event any proceedings are brought for the foreclosure, or in the event of exercise of the power of sale under any mortgage covering the Leased Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Lessor, subject to all of Lessee's duties, obligations, rights and options under this Lease, provided so long as Lessee is not in default under this Lease, Lessee's possession under this Lease shall not be terminated or possession disturbed and such purchaser assumes Lessor's obligation under this Lease.

20. Default.

a. If Lessee shall fail to pay the rental due hereunder within ten (10) business days after the same shall be due or if Lessee shall fail to perform any of the other terms, conditions or covenants of this Lease to be performed or observed by Lessee for more than thirty (30) days after notice of such default has been given to Lessee, or if Lessee shall be adjudged bankrupt or insolvent, or shall make an assignment for the benefit of creditors, or if a receiver or trustee of Lessee's property and such receiver or trustee, as the case may be, shall not be discharged within thirty (30) days after such appointment, or if an execution or attachment is levied against Lessee's property, or if this Lease shall by operation of law devolve upon or pass to

any person or persons other than Lessee, then in any such case, Lessor may, upon notice to Lessee, terminate this Lease and recover possession of and re-enter the Leased Premises either peaceably, by force, or otherwise, and may expel all persons and remove all property therefrom without becoming liable to prosecution therefore. In the event of any such default and the termination of this Lease, Lessor shall be entitled to recover from Lessee all past due rent and other charges payable hereunder and an amount equal to, at the time of termination of this Lease.

Additionally Lessor shall recover all other actual damages sustained by Lessor on account of the breach of this Lease, including, but not limited to the expenses incurred by Lessor in re-entering and recovering possession of the Leased Premises, and for the cost of repairs, alterations and brokerage and attorney fees connected with the reletting of the Leased Premises. Lessor will use reasonable efforts to mitigate damages arising from Lessee's breach. Lessor may, in addition to terminating this Lease, or in lieu thereof, pursue such other remedy or combination of remedies and recover such other damages for breach of tenancy and/or contract as are available at law or otherwise.

b. The rights and remedies of Lessor under this Lease shall be cumulative and the exercise of any of them shall not be exclusive of any other right or remedy provided by this Lease or allowed by law, and the waiver by Lessor of any breach of any covenant of this Lease shall be limited to the particular instance and shall not operate or be deemed to waive any future breach of

the same or any other covenant or any other occasion, nor operate as a waiver of Lessor's right to enforce the payment of subsequent installments of rental or any of Lessor's rights under this Lease by such remedies as may be appropriate.

c. No extension of time, forbearance, neglect or waiver on the part of Lessor with respect to any one or more of the covenants, terms or conditions of this Lease, shall be construed as a waiver of any of the other covenants, terms or conditions of this Lease, or as an estoppel with respect to any other instance or particular covered by this Lease. After eviction of Lessee or abandonment by Lessee, Lessor may receive and collect any rent or other income derived from the Premises from any reletting and apply the same as and for use and occupancy and the payment and receipt thereof shall not waive or affect any right Lessor may have against Lessee.

d. Lessor may but shall not be obligated to make such advances to cure defaults of Lessee as may be necessary or desirable to preserve or protect Lessor's interest in the Premises or this Lease and all such advances shall be immediately due and payable, shall bear interest at the rate of eighteen percent (18%) per annum and shall be secured by all of Lessee's property located within the Premises. Any advance by Lessor shall not be deemed a waiver of Lessor's remedies for Lessee's defaults.

e. In no event shall Lessor be required to account to Lessee for any excess or surplus or rents collected in the event Lessor retakes possession and relets the Premises after default of

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21. **Subletting and Assigning:** Lessee shall not assign or in any manner transfer this Lease or any estate or interest therein without prior written consent of Lessor, nor sublet said Premises or any part or parts thereof or permit the use or occupancy of the Leased Premises or any part thereof by anyone other than Lessee without like consent, which consent shall not be unreasonably withheld provided the assignment is to an educational entity duly licensed in Florida. Consent by Lessor to one or more assignments of this Lease or to one or more sublettings of said Leased Premises shall not operate to exhaust Lessor's rights under this Article. In the event that Lessee, with or without the previous consent of Lessor, does assign or in any manner transfer this Lease or any estate or interest therein, Lessee shall in no way be released from any of its obligations under this Lease unless otherwise agreed to in writing by both parties.

22. **Signs/Antennae:** The Lessee shall not install nor maintain any sign anywhere on the Leased Premises, or outside the Leased Premises, whether neon, translucent, plastic, or otherwise, unless plans and specifications shall first be submitted to Lessor in writing, and the Lessor shall have the right to reasonably direct and determine the size, content, design, construction, and location of such sign on the Premises. Lessee shall have no rights to use the rooftop of the Leased Premises for any equipment or improvements, except that Lessee shall be permitted to place on the roof above the Leased

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Premises, at no additional rent, a satellite dish station and/or communications antenna to be located in an area approved by Lessor in Lessor's reasonable judgment. Lessor shall bear no cost or responsibility as to such equipment and Lessee shall be fully liable for the same and shall indemnify and hold Lessor harmless from and against any and all claims, losses and damages (including reasonable attorneys' fees) associated with such rooftop improvements. Lessor makes no warranties or representations to Lessee as to the suitability of the rooftop above the Premises for the installation and operation of the aforesaid equipment. The installation of rooftop equipment shall be subject to all required governmental approvals, rules and regulations.

23. **Quiet Enjoyment:** The Lessor covenants and agrees with the Lessee that upon the Lessee paying the said rent and performing all the covenants and conditions aforesaid on the Lessee's part to be observed and performed, the Lessee shall and may peaceably and quietly have, hold, and enjoy the Premises hereby leased, for the term aforesaid; subject, however, to the terms of this Lease, any mortgage, or other instruments now or hereafter created by the Lessor.

24. **Memorandum of Lease:** Lessee agrees that it will not record this Lease or otherwise make it a matter of public record unless required in any litigation involving Lessee. If the Lessee or Lessor request the parties will enter into a short form lease, describing the Premises and the term of this Lease, and including

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any other terms necessary to permit the recording of such short form lease. Such recording, if requested by Lessee, shall be at its cost and expense.

25. **Notices:** All notices to be given under this Lease shall be in writing and shall either be served personally or sent by certified mail, return receipt requested. All notices mailed as herein provided shall be deemed received five (5) days after mailing. Notices to Lessor shall be sent to the address set forth in the preamble hereof or such other address as the Lessor may specify in written notice to Lessee. Notices to Lessee shall be sent to: Discovery Academy of Science, at the mailing address of the Leased Premises, or such other addresses as the Lessee may specify in prior written notice to Lessor.

26. **Interest:** Any amount due from Lessee to Lessor under this Lease which is not paid when due shall bear interest at the highest legal rate allowed in the State of Florida from the date due until paid; provided, however, the payment of such interest shall not excuse or cure the default upon which such interest is accrued.

27. **Expense of Enforcement:** The prevailing party in any litigation or arbitration entered into by either party hereto shall be entitled to collect all fees, costs and expenses, including attorney's fees, through appeal from the losing party.

28. **Inspection:** Lessee will permit Lessor, its agents, employees, and contractors to enter all parts of the Leased Premises to inspect the same and to enforce or carry out any

provisions of this Lease. Lessor and its agents shall be allowed to access the Premises for any reason upon giving Lessee twenty-four (24) hours' prior notice, except in cases of emergency when no prior notice need be granted.

29. **Non-Waiver:** Lessor's or Lessee's failure to insist upon strict performance of any term, covenant or provision of this Lease or to exercise any option or right herein contained shall not be a waiver or relinquishment for the future of such covenant, right, or option, but the same shall remain in full force and effect.

30. **Captions:** The captions and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Lease.

31. **Applicable Law:** This Lease shall be governed by and construed under the laws of the State of Florida and the venue for any legal proceedings shall be Pinellas County, Florida. If any provision of this Lease, or portion thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. Time is of the essence in this Lease.

32. **Successors:** This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Lessor, its successors, and assigns; and shall be binding upon Lessee, its successors and assigns; and shall inure to the

benefit of Lessee and only such assigns of Lessee to whom the assignment by Lessee has been consented to by Lessor.

33. **Force Majeure:** The time within which any of the parties hereto shall be required to perform any act or acts under this Lease, including the performance of Lessor's and Lessee's work, shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, explosion, collapse of structures, riot, war, labor disputes, delays, or restrictions by governmental bodies, inability to obtain or use necessary materials, or any cause beyond the reasonable control of such party, other than lack of monies or inability to procure monies to fulfill its commitment or obligation under this Lease; provided, however, that the party entitled to such extension hereunder shall give prompt notice to the other party of the occurrence causing such delay. The provisions of this Item 34 shall not operate to excuse Lessee from prompt payment of rent, additional rent, or any other payments required by the terms of this Lease.

34. **Amendments in Writing:** This Lease and the Exhibits attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning the Leased Premises, and there are no covenants, promises, agreements, conditions, or understandings, oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this

Lease shall be binding upon Lessor and Lessee unless reduced to writing and signed by both parties.

35. Authority:

a. Lessee warrants and represents to Lessor that Lessee's execution of this Lease has been duly authorized by the Lessee's Board of Directors and Lessee's signer below has authority to bind Lessee to this Lease. Lessor warrants and represents to Lessee that Lessor's execution of this Lease has been duly authorized by the Lessor's Church Council and Lessor's signer below has authority to bind Lessor to this Lease.

b. Lessee shall provide Lessor with a Secretary Certificate denoting Lessee's officers who are authorized and empowered to bind Lessee to the terms of the Lease Agreement, and evidence that it is a Corporation in good standing and registered with the Florida Department of State and authorized to do business in Florida. Lessor shall provide Lessee with a Secretary Certificate denoting Lessor's officers who are authorized and empowered to bind Lessor to the terms of the Lease Agreement, and evidence that it is a Corporation in good standing and registered with the Florida Department of State and authorized to do business in Florida.

36. Counterparts: This Lease may be executed in multiple counterparts, all of which together shall be considered one document/instrument.

37. Radon: Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient

quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

38. **Construction:** This Agreement shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared by counsel for one of the parties.

39. **Waiver of Jury Trial:** Lessee and Lessor each waive a trial by jury of any or all issues arising in any action or proceeding between the parties hereto or their successors or assigns arising out of, or in any way connected with this Lease, or any of its provisions hereof, including, but not limited to, the use or occupancy of the Premises and/or any claim of injury or damage.

40. **Entry for Pre-Lease Improvement:** Lessee may, on and after May 1, 2016, provided Lessee has otherwise complied with the other terms hereof, enter the Leased Premises, along with its vendors, contractors, and agents, during normal business hours to install furniture, fixtures, and equipment, Lessee agrees that such entry shall not create interference with the work of Lessor and Lessor may reasonably restrict such entry if Lessor reasonably believe such entry will interfere with Lessor's work. Lessor shall have no liability to Lessee for personal injuries sustained or death of any Lessee's employees, invitees, vendors,

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contractors, agents or representatives, or damages to any property of Lessee or any of Lessee's employees, vendors, contractors, agents or representatives, stored on the Premises. Lessee shall and does indemnify, save and hold Lessor harmless from and against all claims and causes of actions from damages sustained by person or property, and against all claims of third persons for damages arising out of or related in any way to this right of entry, and for all damages and monies paid out by Lessor in settlement of any claim or judgments, as well as for all expenses and attorney's fees incurred in connection therewith, except where caused by Lessor's gross negligence or intentional act.

41. **Lease Renewal:** Provided the Lessee is not in default and has not been in default under this Lease, at the end of the initial term of this Lease Lessee will have the right to extend the Lease for two (2) consecutive 5 year extensions to renew with 6-month prior written notice. Lessee cannot exercise its right to the second extension until six (6) months prior to the expiration of the first extension.

42. **Lease Commission:** Lessor and Lessee each warrant and represent that it has not been represented by or negotiated with any broker in connection with this Lease other than CNL Specialty Real Estate Services and each party agrees to indemnify and hold the other party harmless if such warranty or representation is untrue. Lessor is responsible for payment of any commission due

such broker(s) pursuant to separate agreement between Lessor and broker(s).

43. Lessee's Work:

a. Lessee covenants and agrees that it will, at its sole cost and expense, construct, alter, repair, provide, and pay in full promptly when due for the work ("Lessee's Work") upon the Leased Premises, all of good materials and workmanship, and in accordance with all applicable requirements of law, rules and regulations or duly constituted authority and of any board of underwriters, rating bureau, or similar organization having jurisdiction, in accordance with Lessee's requirements therefore. Lessee agrees to perform Lessee's Work with diligent efforts and to be responsible for all property damage or personal injury resulting from Lessee's Work, and save and hold the Lessor harmless from any loss or liability arising out of or related to the same.

b. Lessee shall seek no reimbursement from Lessor and shall not be excused from paying rent when and in the amounts due hereunder on account of delays in the completion of Lessee's Work, unless caused by Lessor's gross negligence or intentional act.

c. Lessee, on behalf of itself and its contractors and suppliers, hereby waives any right which it might otherwise have to file or assert any mechanics' lien or claim against all or any part of the Premises on account of its performance of Lessee's Work. Furthermore Lessee shall not suffer or permit any

mechanics' or other liens to be filed against the Premises, or any part thereof, by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Lessee or anyone holding the leased premises or any part thereof through or under Lessee, and nothing in this Lease contained shall be deemed or construed in any way as constituting the consent or request of Lessor, expressed or implied, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration, or repair of the leased premises, nor as giving Lessee any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanics' liens against the same. In the event that any mechanics' or other lien or claim is filed against the Premises, or any part thereof, on account of Lessee's Work or any other work which Lessee is entitled to undertake on the Leased Premises, Lessee shall cause the same to be discharged or released by payment, bonding, or otherwise within 15 days of the filing thereof. If Lessee shall fail to do so, then Lessor shall have the right to pay or otherwise cause to be discharged any such lien or claim for the account of Lessee, and Lessee shall on demand pay all costs thereof plus interest thereon payable at the highest legal rate allowed in the State of Florida from the date due until paid; provided, however, the payment of such interest shall not excuse or cure the default.

d. To the extent that Lessee's Work includes work in addition to that which is provided for in Article 9 hereto, Lessee's right to make the same shall be subject to the provisions of Article 8 and any other applicable provision of this Lease.

44. **Lessor's Sale:** In the event Lessor elects to sell the Leased Premises, Lessor shall provide Lessee, provided Lessee is not in default of this Lease, with written notice of its intention to list the Leased Premises with a licensed real estate broker or advertise itself the sale of the Leased Premises. Lessee shall have ten (10) days from receipt of Lessor's notice of intention to submit a written offer to acquire the Premises which Lessor may, at its sole option, either accept or reject, or submit a counteroffer to Lessee on the terms the Lessor would accept. If no executed mutual agreement is reached by the parties within ten (10) days of Lessor's response to Lessee, Lessee's right to acquire the Premises, except as an open market bidder/purchaser, are terminated.

45. **Floor Plan:** The floor plan of the leased space is attached hereto and made a part hereof as Exhibit "D".

Signature Page to Follow:

F.O.
R-10

IN WITNESS WHEREOF, the parties have hereto executed this instrument on the day and year first written above.

Witnesses:

HELEN M. HENWOOD *Helen M. Henwood*
Print Name *Treasurer*

WILLIE E. HOBBS
Print Name *Willie E. Hobbs*

LESSOR:
SAINT MARK EVANGELICAL LUTHERAN CHURCH, DUNEDIN,
FLORIDA, INC., a Florida not-for-profit
corporation

By *Richard L. Dahmer*
Name: Richard L. Dahmer
Its: President of the council

Witnesses:

Asime Dzafiri *Asime Dzafiri*
Emre Akbaba *Emre Akbaba*
Print Name

Print Name

LESSOR:

GALAXY EDUCATION, INC.,
a Florida corporation

By *Fatih Demir*
Fatih Demir
President

EGP:cae
\\Discovery Academy Lease (Rev4 2-22-16) (clean copy)

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EXHIBIT "A"

From August 1, 2016, through and including July 31, 2017, Lessee shall pay Lessor the sum of \$9,000.00 per month. Thereafter Lessee shall pay Lessor rental as follows:

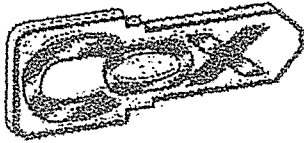
\$12,750 per month from August 1, 2017 through July 31, 2018
\$13,005 per month from August 1, 2018 through July 31, 2019
\$13,265 per month from August 1, 2019 through July 31, 2020
\$13,530 per month from August 1, 2020 through July 31, 2021

Together with any state sales tax, if applicable.

EXHIBIT "B"

Copy of Air Conditioning Maintenance Contract

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Heating and Air Conditioning, Inc.

"Your Key To Comfort Since 1958"

PEAK PERFORMANCE MAINTENANCE PLAN SAINT MARKS SCHOOL

Planned Maintenance • Priority • Emergency Service • Discount on All Repairs

Planned Maintenance

Two maintenance call each year plus two additional filter changes. Purpose: 1) inspect and advise of any needed repair; and 2) prevent breakdown and maintain efficiency. (No repairs are made without your approval.) Maintenance checks include the following 6 systems: per Willie

Wiring connections	Condensate pan, drain, and pump
Contactors	Evaporator coil
Volts-amps on compressors	Lubricate blower fans and motors
Volts-amps on condenser fans	Lubricate shafts and bearings-condenser fans
Change filters	Evaporator temperature differential
Change belts if required	Condenser temperature differential
Crankcase heater	Oil level
Volts-amps (heating) in Fall	Visual check for leaks
Connections (heating) in Fall	Condenser coil
High limit and safeties	Suction pressure cut-out
Staging	Suction pressure and discharge pressure
Water safeties	Refrigeration charge, super heat / sub cooling

Filters are covered 4 times a year

Priority Emergency Service

Should you have a breakdown, our own dispatched service technicians will respond to your call as a priority service call. We service our Commercial Service Policy customers first.

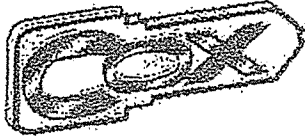
Discount on Repairs

When you become a Cox Heating and Air Condition, Inc., Commercial Service Policy Holder, you are entitled to a TEN PERCENT discount on all parts while under contract.

2198 Calumet Street
Clearwater, Florida 33765

<http://www.coxair.com>
State Certified CAC1816108
1-800-330-2690

Phone: 727/442-6158
Fax: 727/442-2978



Heating and Air Conditioning, Inc.

"Your Key To Comfort Since 1958"

TOTAL ANNUAL INVEST AMOUNT: \$ 1,700.00

Agreement will commence upon receipt of payment.

ACCEPTED BY: _____ Date: _____

PATRICK BLANK, Service Manager
(727) 442-6158 or patb@coxair.com

2198 Calumet Street
Clearwater, Florida 33765

<http://www.coxair.com>
State Certified CAC1816108
1-800-330-2690

Phone: 727/442-6158
Fax: 727/442-2978

0002/0002

COX AIR COND

01/25/2018 11:57AM FAX +12744422978

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EXHIBIT "C"

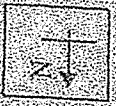
Replacement of the four (4) air conditioning units on the second level.

Replacement of missing section of chain link fence.

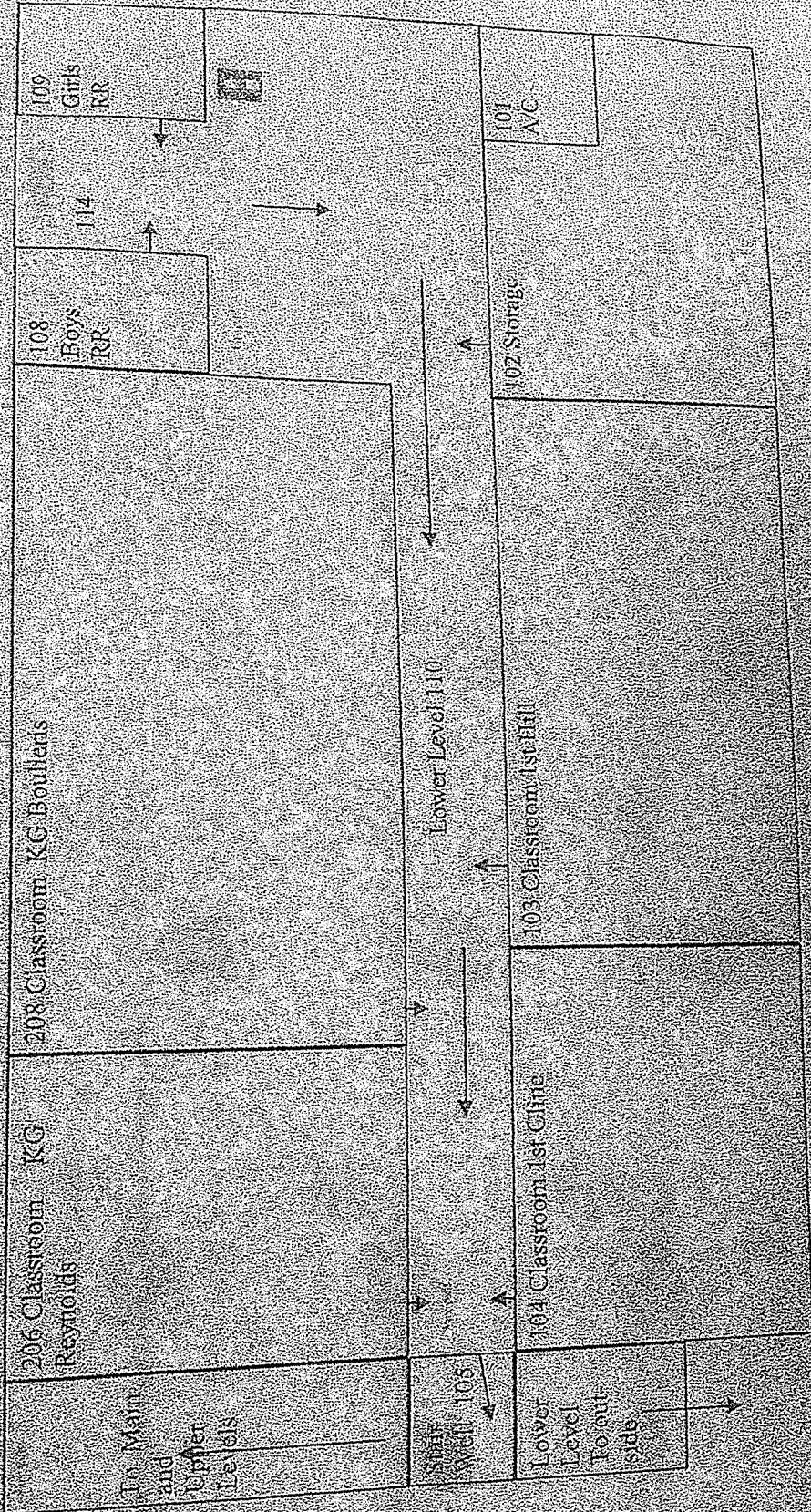
EXHIBIT "D"

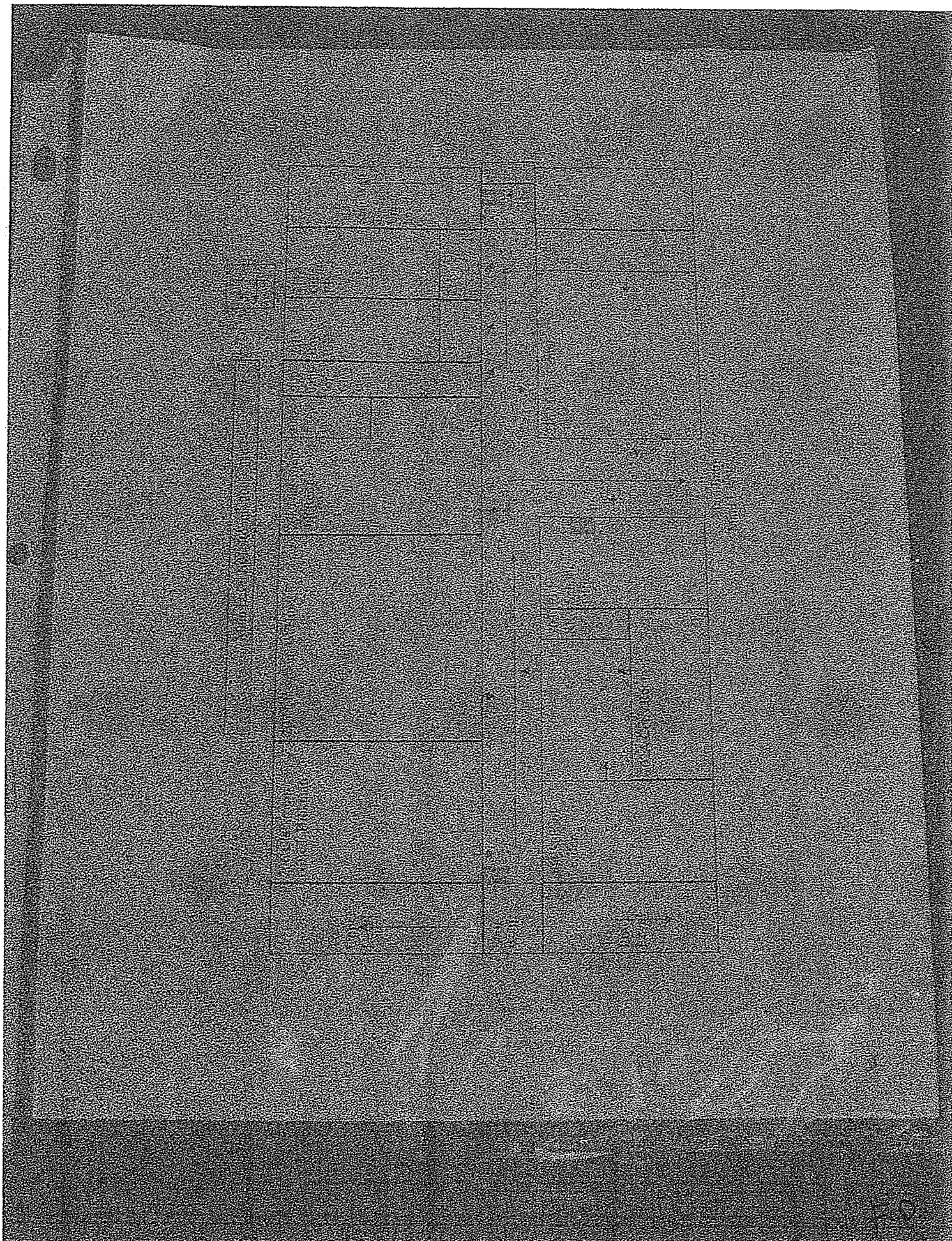
Floor Plan

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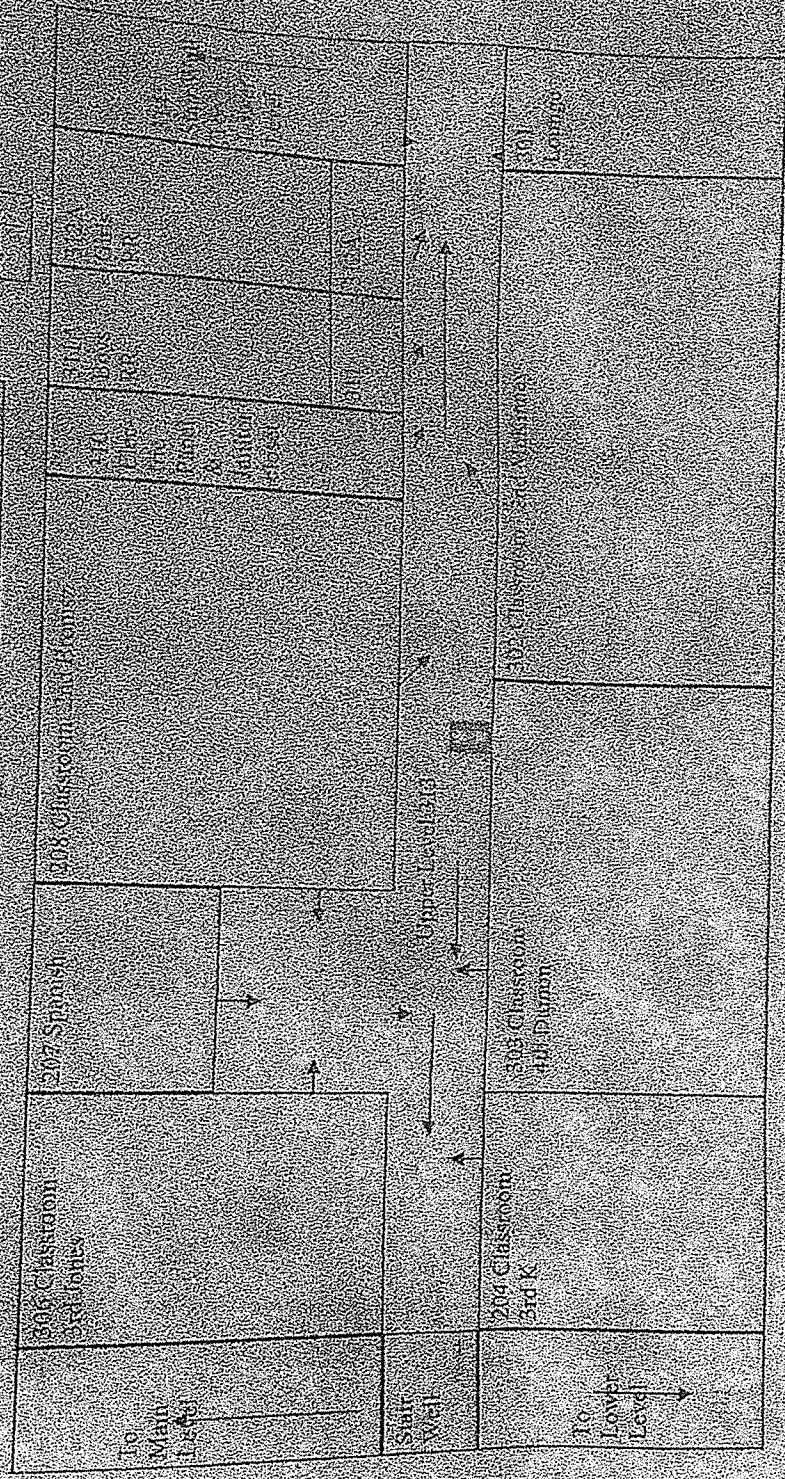


Lower Level B01 Rooms 101-114



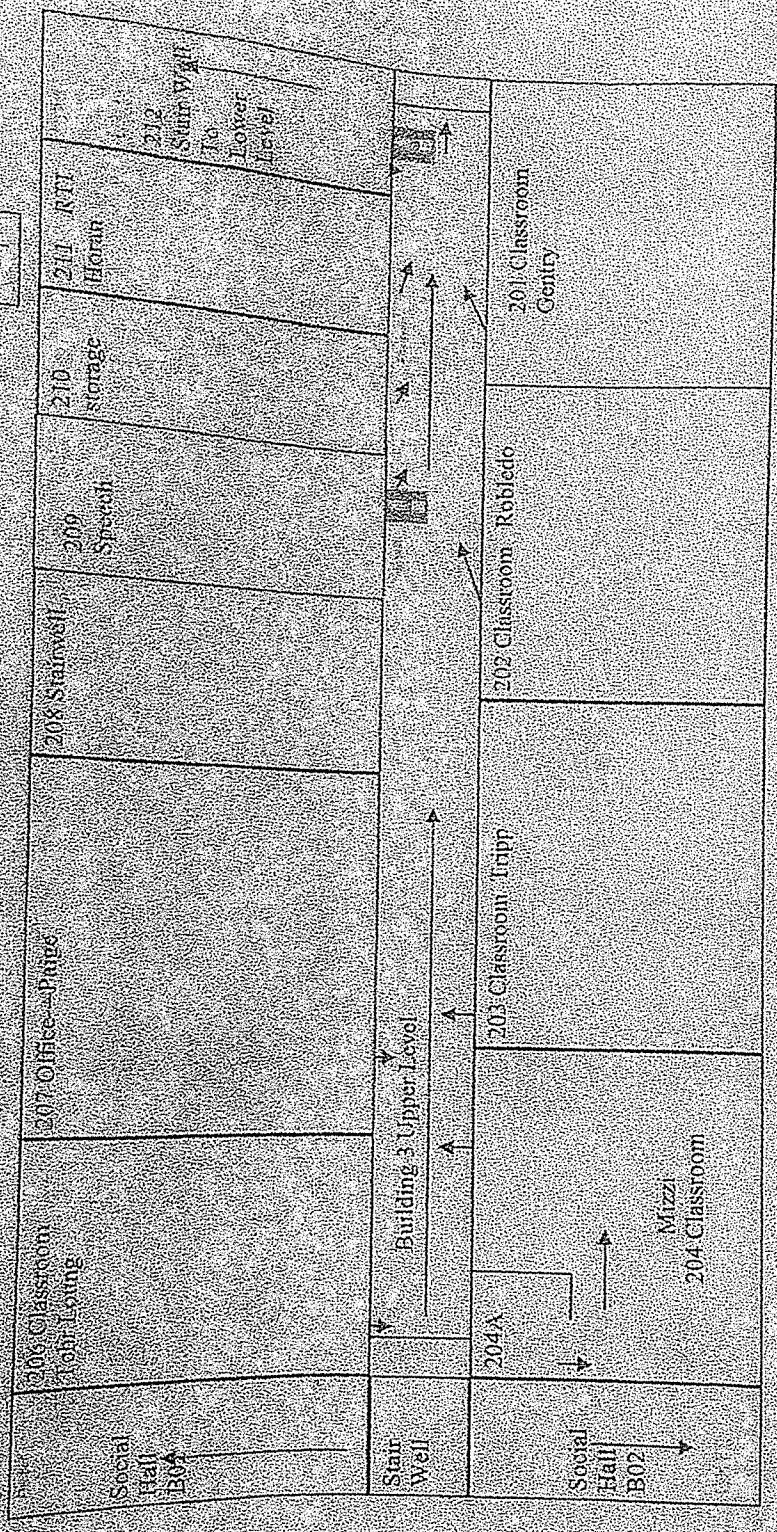
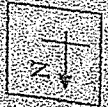


Upper Level (300) Rooms



P.O.
120

Middle School Upper Level B03 Rooms 201-212



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