

COMMERCIAL LEASE

MGM Real Estate Group Inc., a Florida corporation (the "**Landlord**") and The Early Learning Coalition of Flagler and Volusia Counties, Inc. (the "**Tenant**"), execute this commercial lease to record their agreements and understandings regarding the rental of the Premises described herein.

RECITALS

- I. MGM Real Estate Group Inc. (the "Landlord") is a Florida corporation which owns improved land located at 125 Executive Circle, Daytona Beach, Florida (the "Realty").
- II. The Tenant is a Florida not for profit corporation in the business of providing general business services.
- III. Landlord shall in no event be deemed to be a partner or engaged in a joint venture with, or an associate of Tenant in the conduct of Tenant's business, nor shall Landlord be liable for any debts incurred by Tenant in the conduct of Tenant's business. Nothing in this Lease contained shall be deemed or construed to confer upon Landlord any interest in the business of the Tenant other than a landlord's lien for failure to pay rent when due. The relationship of the parties during the Rental Term shall at all times be that of Landlord and Tenant.

GRANTING CLAUSE

Subject to the terms of this commercial lease, Landlord leases to Tenant and Tenant hereby rents from Landlord those certain premises at 125 Executive Circle in Daytona Beach, Florida which premises is identified as a building with an area of approximately 4,902 square feet (the "Premises"). The boundaries and location of the Premises are outlined on the site plan of the Development which is annexed hereto as **Exhibit "A"**.

So long as Tenant is entitled to possession of the Premises, Tenant shall also be entitled (as appurtenances to the Premises) to the nonexclusive use of the Common Areas.

This Lease shall commence on June 1, 2022. Rent Commencement shall be July 1, 2022. The Lease term shall be 60 months from June 1, 2022 through May 31, 2027. Upon taking possession, Tenant shall, upon request by Landlord, execute and deliver to Landlord a letter of acceptance of delivery of the Premises confirming the Commencement Date.

Unless sooner terminated or lease term extended pursuant to other provisions of this Lease, this Lease shall terminate on the last day of the calendar month above after the Commencement Date (the "Termination Date").

CONSTRUCTION OF PREMISES

The Premises will be delivered to Tenant substantially in accordance with the floor plan layout attached hereto as **Exhibit "B"**, reflecting the basic layout desired by Tenant with Tenant desired modifications.

TERMS

Tenant and Landlord further covenant and agree as follows

I. Definitions.

To help to understand and clarify the provisions of this Lease, the following terms which are not otherwise defined in this Lease shall mean as follows:

- 1.01 "Anniversary Date" shall mean the first day of each Lease Year.
- 1.02 "Common Areas" means all areas and facilities inside or outside the Realty now or hereafter intended for the common use of tenants in the Realty, including corridors, lobbies, restrooms, elevators, stairs, surface parking areas, walkways, plazas, courts and landscaped areas.
- 1.03 "Development" shall mean the Realty and the office building.
- 1.04 "Hazardous Materials" means hazardous substances, hazardous wastes, hazardous materials or toxic substances as defined under federal, state or local laws, ordinances or regulations, now or hereafter enacted.
- 1.05 "Initial Lease Year" shall mean the period of time commencing on the Commencement Date and ending on the 365th day thereafter, or if longer, on the 365th day thereafter plus any additional days so that the last day of the initial lease year ending on the last day of a calendar month. For example, if the Commencement Date were January 1, 2017, then the initial lease year would end on December 31, 2017.
- 1.06 "Lease Year", shall mean, for the second and succeeding Lease Years, the period beginning on the first day immediately after the end of the preceding lease year and ending on the 365th day (366th day if it is a leap year) thereafter.
- 1.07 "Parties" shall mean Landlord and Tenant.
- 1.08 "Pro-Rata Share" shall mean a fraction the numerator of which is the gross leasable area of the Premises and the denominator of which is the gross leasable area for all offices within the Development. The parties agree and acknowledge that Tenant's Pro Rata Share shall be 41 percent, expressed as a percent as opposed to a fraction.
- 1.09 "Rental Term" shall mean the period beginning on the Commencement Date and ending on the Termination Date. If Tenant exercises an option, if any, granted in this Lease to extend the Rental Term, then "Rental Term" shall include any extended term.

II. Rental.

During the Rental Term, Tenant covenants and agrees to pay to Landlord an annual rental of **One Hundred Four Thousand One Hundred Sixty Seven and 50/100 (\$104,167.50)** in lawful money of the United States, payable in equal monthly payments of **Eight Thousand Six Hundred Eighty and 63/100 (\$8,680.63)**, which shall be payable in advance on the 1ST (first) of each calendar month, this amount shall constitute the rent. Rent for any portion of a month shall be prorated in proportion to the number of days of occupancy within that calendar month. Simultaneous with the signing of this Lease, **Tenant shall deposit with Landlord the sum of advance rent equal to the amount of first month (\$8,680.63) and last month (\$9,770.12) and Security Deposit (\$7,000) for a total of \$25,450.75.**

Tenant shall pay the rent without demand, deduction, diminution or setoff. Tenant agrees to pay to Landlord any sales or use tax or excise tax now or hereafter imposed or levied against any rent or any other charge or payment hereafter required hereunder to be made by Tenant.

Tenant agrees to pay an administrative fee equal to eight percent (8%) of the rent due for a particular month if the rent for the month is paid after the 10th (tenth) business day of the calendar month. This administrative fee is intended to compensate Landlord for increased bookkeeping and administrative costs associated with late payment.

Tenant also agrees to pay interest on late paid rent or on any other money due under this Lease at an annual rate of fourteen percent (14%) per annum, or if less, at the maximum rate allowed under Florida law, computed from the due date of the rental or other payment through the date of receipt by Landlord of the actual payment.

III. Rental Adjustment.

The Rent provided for in the preceding Article shall increase 3% (three percent) on each Anniversary Date.

IV. Option o Renew .

Provided this Lease is in good standing and Tenant is not in default, nor has even been in default of this Lease hereunder, the Tenant shall have the right, privilege and option of extending this Lease for one (1) successive term of Five (5) years, the extended term to commence on the day after the Termination Date. In order to exercise the option herein granted, Tenant must give written notice of Tenant's intention to exercise the option to extend not less than on hundred eighty (180) days prior to the Termination Date. Failure to timely give such notice shall make the option to extend null and void. All of the terms, covenants and conditions of this Lease will apply to the extended term.

V. Real and Personal Tax Assessments.

Real Property Tax Assessments. Landlord shall pay all ad valorem real property taxes levied against the Development. During the second and subsequent Lease Years, Tenant shall pay to Landlord, as additional rent, its Pro Rata Share of all increases in ad valorem real property taxes over and above the real property taxes levied against the Development for the year in which the Commencement Date falls. Additional rent to be paid pursuant to this Article shall be paid by Tenant to Landlord within thirty (30) days of the receipt of an invoice with respect to same.

If Tenant was not in possession for the entire calendar year corresponding to the year for which the real estate taxes were assessed then the additional rent to be paid pursuant to this Article for any portion of a calendar year shall be prorated based on the number of days Tenant was is in possession of the Premises during such calendar year.

Tangible Personal Property Taxes. Tenant shall pay all ad valorem personal property tax levied against the Premises prior to the due date of same; and Tenant shall promptly furnish Landlord copies of said receipts therefor.

VI. Security Deposit.

Simultaneous with the signing of this Lease, Tenant shall deposit with Landlord the sum of Seven Thousand and 00/100 (\$7,000.00) as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this Lease. It is agreed that if Tenant defaults in respect of any of the terms, provisions and conditions of this Lease, including, but not limited to, the payment of rent and additional rent, Landlord may use, apply or retain the whole or any part of the security deposited to the extent required for the payment of any rent and additional rent or any other sum as to which Tenant is in default or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, covenants and conditions of this Lease, including, but not limited to, any damages or deficiency in the re-letting of the Premises, whether such damage accrued before or after summary proceedings or other reentry by Landlord. If Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the security shall be returned to Tenant after the date fixed at the end of the Lease, and after delivery of entire possession of the Premises to Landlord. Upon a sale of the Land and Building of which the Premises forms a part, Landlord shall have the right to transfer the security to the vendee, and Landlord shall thereupon be released by Tenant from all liability for the return of such security and Tenant agrees to look solely to the new Landlord for the return of said security. It is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Landlord. Tenant further covenants that it will not assign or encumber the monies deposited herein as security and that neither Landlord nor its assigns shall be bound by any such assignment or encumbrance. Landlord shall not be required to keep the security in a segregated account and the security may be commingled with other funds of Landlord, and in no event shall Tenant be entitled to any interest on the security.

VII. Use of-Premises.

Tenant shall use and occupy the Premises as a business office and for no other purpose. Tenant and its employees shall park only within such areas as may be designated by the Landlord for employee parking. The Premises may be regularly occupied by no more than 5.0 persons per one thousand (1,000) rentable square feet of office space (with any fractional product less than .5 being rounded downward). Failure to Comply: If Tenant fails to comply with any provision of this Paragraph VII, then, in addition to any and all other equitable and legal remedies which Landlord may have, Tenant agrees to pay to Landlord, as additional rent, a sum equal to One Hundred and no/100 Dollars (\$100.00) per day for each day it fails to comply with such requirements. This amount shall be payable to Landlord within ten (10) days after written demand. Landlord agrees that it will not impose this additional rent the first time Tenant fails to

comply in each calendar year, provided Tenant corrects such non-compliance within ten (10) days after notice from Landlord.

Tenant shall never use the Premises for an illegal purpose. Landlord is unaware of any applicable governmental use requirement (including, without limitation, zoning restrictions) that would prevent Tenant from using the Premises for general office use.

Tenant shall comply with all federal, state and local laws and regulations regarding hazardous materials in connection with any business conducted at the Premises. Tenant shall have no right of access to the roof of the Premises or the Building.

Tenant acknowledges that the Landlord (including any employee or agent of the Landlord) has not made any representation or warranty with respect to the Premises or concerning the suitability of the Premises for the uses intended by the Tenant, except as otherwise stated herein. The Tenant acknowledges that the Landlord has not agreed to undertake any modification, alteration, or improvement of the Premises. The taking of possession of the Premises by the Tenant shall conclusively establish that the same were at that time in a satisfactory condition unless within thirty (30) days after the date of possession the Tenant gives to the Landlord a written notice specifying in reasonable detail items, which are defective, or in an unsatisfactory condition.

Tenant acknowledges and will make best efforts to promote and aid in the enforcement of a smoke-free environment on the Premises where smoking is not permitted by visitors, guests, invitees, employees and others on the Premises and Common Areas. In addition to the rights and remedies herein, in the event the Landlord suspects the violation of the smoke-free environment the Tenant agrees to immediately release any claim to the Security deposit to Landlord, upon written notice from Landlord.

VIII. Improvements and Alterations/Signs.

Tenant covenants and agrees that it will not do the following, at the Tenants expense, without first obtaining the written consent of Landlord: (a) make any alterations, improvements, or additions to the Premises; (b) install any heavy or unusual machinery or equipment; or (c) exhibit, inscribe, paint or affix any sign, advertisement, notice or any other lettering on the grounds, glass, exterior walls or exterior pylon sign outside, of the Realty as permitted by local codes.

All alterations, additions or improvements upon the Premises, made by either party, shall become part of the Realty and shall be surrendered with said Premises at the termination of this Lease with the exception that Tenant may remove its trade fixtures, appliances and personal property regardless of the method of attachment so long as Tenant repairs any damage caused by said removal. Tenant shall at all times keep the Premises in a clean, safe and sanitary condition and at the expiration of this lease Tenant will return the Premises to Landlord in broom clean condition. All damage caused by Tenant or that of its agents, servants, employees or visitors, shall be repaired by Tenant at its sole cost and expense, so that the Premises and furnishings are in at least as good condition and quality as it was prior to such damage. If Tenant fails to comply with the foregoing provisions, Landlord shall have the option to enter the Premises and make all necessary repairs at Tenant's cost and expense, the same to be added to and be payable with the next monthly installment of rent.

Tenant shall not permit any lien on the Premises for any work performed, materials furnished, or obligation incurred by Tenant or contractors employed by Tenant. If any such prohibited lien or lien claim is filed or asserted, Tenant shall cause, within thirty (30) days after notice to tenant, the lien or claim to be released of record, or at Tenant's option, Tenant shall promptly furnish a bond or other security for the payment of the lien claim sufficient to permit such lien to be removed as an encumbrance against the Premises. The bond or security shall be reasonably acceptable to Landlord, and on posting the bond or other security, Tenant shall have the right to contest the lien claim by appropriate legal proceedings. Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, to any person for the performance of any labor or the furnishing of materials to all or part of the Premises, nor as giving Tenant any right, power, or authority to contract for or permit the imposition of any mechanic's or other liens against the Premises.

Landlord shall deliver the Premises with improvements, at Landlord's cost, as shown in Exhibit B.

IX. Governmental Requirements.

Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state, county, and municipal governments and any of their departments and agencies with jurisdiction for the Premises and for the correction, prevention and abatement of nuisances or other grievances in, upon or connected with said Premises during the Rental Term including those resulting from inspections by the local fire department; and shall promptly comply with and execute any rules, orders and regulations of the Southeastern Underwriters Association for the prevention of fires, all at Tenant's own cost and expense.

X. Inspection of Premises.

Landlord and Landlord's agents shall have the right to enter the Premises at all reasonable business hours upon the giving of at least 24 hours notice to Tenant to examine the same, and workmen may enter at any time in the event of emergency and otherwise at reasonable times when authorized by Landlord or Landlord's agents to make such repairs, alterations or improvements in the Premises as Landlord may in its sole discretion deem necessary or desirable. If during the last month of the term, Tenant shall have removed all or substantially all of Tenant's property other than in the normal course of business, Landlord may immediately enter the Premises and prepare it for any future Tenant. Furthermore, Landlord may allow such future Tenant to occupy the Premises. These acts shall have no effect upon Tenant's obligation under this Lease and Tenant shall be entitled to no abatement or diminution of rent as a result thereof, except that if such future Tenant makes any payment for the period up until the expiration of this Lease, Tenant shall be entitled to an abatement of rent for such period. If Tenant shall not be personally present to open and permit entry into the Premises after reasonable notice to Tenant, when entry thereto shall be necessary hereunder, Landlord may enter same without rendering Landlord liable to any claim for damages, not including grossly negligent actions of Landlord, and without affecting the obligation and covenants of this Lease. Employees of Landlord and Landlord's agents shall be permitted to enter the Premises by passkey at all reasonable business hours. In the event the Tenant shall use a security alarm system Tenant agrees to furnish in writing to the Landlord with the alarm codes and any changes to the alarm code within 48 hours of any such change.

XI. Utilities & Cleaning

Tenant shall be solely responsible for and pay for all electricity, cleaning, water and sewer, garbage and trash collection costs and for any other facilities required by it in the conduct of its business.

XII. Repairs and Maintenance.

Tenant shall keep and maintain the interior of the Premises, including all plumbing, wiring, piping, fixtures, doors, and mechanical equipment (HVAC, etc.) in good and substantial repair during the term of this Lease, or any extension thereof, and shall replace all glass in windows and doors damaged or broken during the term of the Lease; such agreements of Tenant, however, shall not apply to any damage caused by fire or other casualties which are covered by standard fire and extended coverage insurance. Tenant agrees to make such repairs promptly as they shall be needed and at its own-expense. Landlord shall have no obligations to make repairs to premises, other than roof and structural repairs.

Tenant shall perform ordinary repairs and maintenance on the interior of the Premises, including all plumbing, wiring, piping, fixtures, doors, and mechanical equipment (HVAC, etc.) in good and substantial repair during the term of this Lease, or any extension thereof, and shall replace all glass in windows and doors damaged or broken during the term of the Lease; such agreements of Tenant, however, shall not apply to any damage caused by fire or other casualties which are covered by standard fire and extended coverage insurance. Tenant agrees to make such repairs promptly as they shall be needed and at its own expense. Landlord shall have no obligations to make repairs to premises, other than roof and structural repairs.

Tenant shall at their own cost and expense, agree to enter into a regularly scheduled preventive maintenance/service contract with a maintenance contractor approved by Landlord, for servicing all heating and air conditioning systems and equipment servicing the Premises and an executed copy of such contract shall be delivered to Landlord. This service contract must include all services suggested by the equipment manufacturer within the operations/maintenance manual and must become effective within thirty (30) days of the date you take possession of the Premises. Landlord may (but shall not be required to), upon notice to Tenant, elect to enter into such a maintenance service contract on your behalf or perform the work itself and, in either case, charge you therefore, together with a reasonable charge for overhead, provided in no event shall charges shall not be greater than customary charges for similar services in the area.

XIII. Assignment and Subletting.

Tenant shall not assign this lease or sub sublet the Premises, or any part thereof, without the written consent of the Landlord. If Landlord consents to the assignment then Tenant shall not be released from any and all liability hereunder.

XIV. Insurance and Indemnification.

14.01 Tenant shall maintain in force, with a responsible insurance company, with an A rating, licensed to do business in the State of Florida, Tenant shall obtain and maintain insurance for bodily injury, property damage, personal and advertising injury arising from the occupancy, operation, use, and maintenance of the Premises, including those areas

designed solely for use with the Premises. This insurance shall be maintained for not less than \$1,000,000 per occurrence bodily injury and property damage, \$1,000,000 for personal and advertising injury, and \$2,000,000 annual aggregate. Such policy shall name the Landlord as an additional insured.

Landlord shall maintain in force, with a responsible insurance, with an A rating, company licensed to do business in the State of Florida, a fire and casualty insurance policy insuring the Development to its full insurable value. Landlord's policy shall not, however, insure Tenant's contents and improvements, it being understood by Tenant that Tenant shall purchase contents insurance for fire and casualty protection of contents and improvements, it must purchase its own policy at its own cost and expense.

During any second and subsequent Lease Years, Tenant shall pay to Landlord, as additional rent, its Pro rata Share of all increases in Landlord's fire and casualty insurance policy premiums with respect to the insuring of the Development over and above the premiums paid by Landlord for the year in which the Commencement Date falls. Additional rent to be paid pursuant to this Article shall be paid by Tenant to Landlord within thirty (30) days of the receipt of an invoice with respect to same.

Additional rent to be paid pursuant to this Article for any portion of a year shall be prorated based on the number of days Tenant is in possession of the Premises during such year. During the term of this Lease any charges above the Landlord's fire and casualty insurance policy premiums for the coverage of windstorm or hail as may be purchased by the Landlord for a wind policy Tenant shall as additional rent pay to Landlord on a Pro rata Share of the entire policy within thirty (30) days of receipt of an invoice with respect to the same.

14.02 Notwithstanding anything contained in this Lease to the contrary, Tenant assumes all responsibility for any and all damage sustained by any person or to any property within the Premises which arises out of the Tenant's use and occupancy of the Premises, and Tenant shall indemnify and save harmless the Landlord from and against any and all claims for damages to goods, wares, merchandise and property in and about the Demised Premises and from and against any and all claims for any personal injury or loss of life in and about the Demised Premises during the term hereof. Tenant's insurance certificate to be attached **Exhibit "D"**.

Tenant shall include in any and all insurance policies acquired by Tenant during or in regard to the term hereof, express language waiving and nullifying any right of subrogation against Landlord by any insurance company, if allowed by the insurance company, to claims or possible claims of Tenant for any matter whatsoever. Notwithstanding the foregoing, Tenant shall save, indemnify and hold Landlord harmless from any and all subrogation claims by any person for any reason whatsoever.

XV. Damage or Destruction and Eminent Domain.

15.01 If the Premises shall be destroyed by fire, storm, or other casualty, or be so damaged as to render it untenable by Tenant for the purpose of its business, until the same shall have been restored and fit for occupancy, the rental contracted to be paid shall abate, and if the same shall not be restored within one hundred twenty (120) days from the date of destruction, Tenant may elect to cancel this Lease because of such destruction. In that event, liability of Tenant for rent from the date of such destruction or damage shall cease and be terminated, and Landlord

shall refund to Tenant any prepaid unearned rental, computed from the date of such destruction or damage. If the damage to the building shall render it only partially untenable for the purpose of Tenant's business, the abatement of the rental shall be in proportion to the portion of said rented premises which shall be so untenable.

15.02 If the entire Premises shall be condemned or taken by eminent domain by any authority having the right of eminent domain, this Lease shall terminate and Tenant shall surrender possession of the Premises. If any part of the Premises is taken by eminent domain and Tenant's business is materially affected by such condemnation, either party to this Lease shall have the right to terminate the Lease by written notice to the other party. If neither party elects to terminate the Lease, Tenant shall continue in possession for the remainder of the term but the fixed rental provided herein shall be reduced in proportion as the area taken bears to the entire area of the Premises. Tenant shall have no interest in any award resulting from such condemnation except for such items in the award which may have been installed and paid for by Tenant.

XVI. Landlord's Lien.

Tenant grants to Landlord a lien upon the property of Tenant which may be placed in the Premises for the rentals hereby agreed to be paid, and agrees that said lien may be enforced by distress, foreclosure, or other judicial proceedings, at the election of Landlord; and Tenant hereby waives all claims for exemption of the said property under the Constitution or laws of the State of Florida as against the lien for rent, and further agrees to pay all expenses, including attorneys' fees, reasonably incurred by Landlord resulting from a violation by Tenant of this Lease or in the collection of the rentals agreed to be paid.

XVII. Default.

17.01 **Events of Default.** Each of the following shall be considered an event of default by Tenant. If Tenant:

(i) fails to pay when due any sum of money due Landlord hereunder and such failure shall continue for a period of ten (10) days from the date payment was due;

(ii) defaults in the performance of any of the covenants or conditions on its part to be performed, provided Landlord gives Tenant written notice of such default and further provided that Tenant does not cure such default within ten (10) days of the receipt of notice (or, if the default, by its nature, cannot be cured within the ten days, if Tenant does not commence such cure within the ten day period and thereafter proceed with diligence to cure the default);

(iii) is adjudicated as bankrupt;

(iv) becomes insolvent; or

(v) a receiver of its property is appointed.

17.02 **Remedies Following Default.** If an event of default by Tenant occurs, Landlord shall have the right to enforce any one or more of the following remedies:

17.02 (a) Terminate this Lease or Tenant's right to possession of the Premises by written notice to tenant, take possession of the Premises, and expel or remove Tenant and any other person who may be occupying any part of the Premises and Tenant grants to Landlord full and free license to enter upon the Premises in such event with legal process of law and to repossess Landlord of the Premises without being guilty of trespass, eviction or forcible entry, and without incurring liability for damage resulting therefrom.

17.02 (b) Landlord may, with or without terminating this Lease, recover for, an amount equal to the total of:

(i) the cost of recovering the Premises including the cost of removing all persons from the Premises together with reasonable attorney's fees and expenses and court costs;

(ii) the cost of re-letting and remodeling the Premises, including, without limitation, the cost of repairing and altering the Premises; plus

(iii) the excess, if any, but not less than zero, of the present value of the Base Rent and other amounts payable by Tenant hereunder for the remainder of the Rental Term over the present value of the fair rental value of the Premises for the remainder of the Rental Term, such present value to be computed as of the date of recovery of the Premises by Landlord and based on an annual discount rate equal to the rate of interest paid by the U.S. Government on six month Treasury Bills at the Treasury auction immediately prior to such recovery of the Premises.

As an alternative to (iii) above, Landlord may elect to resume possession and attempt to release or rent the Premises for the remainder of the Rental Term for the account of Tenant and recover from Tenant at the end of the Rental Term or at the time each payment of rent or other charge or expense comes due under this Lease, as Landlord may elect, the difference between the rent specified in the Lease and the rent received on the attempted re-leasing or renting.

17.02 (c) Enter the Premises and do whatever Tenant was obligated to do, and recover from Tenant any reasonable expenses Landlord may incur in effecting compliance with Tenant's obligations.

17.02 (d) Any and all property which may be removed from the Premises by Landlord pursuant to authority of this lease or at law to which Tenant is or may be entitled may be handled, removed and stored, as the case may be, by or at the direction of Landlord, at the risk, cost and expense of Tenant and Landlord shall in no way be responsible for value, preservation, or safekeeping. Any property not retaken by Tenant from storage within thirty (30) days after removal from Premises, shall conclusively be presumed to have been conveyed to Landlord by Bill of Sale without further payment or credit.

17.02 (e) All of Landlord's remedies specified above in case of a default by Tenant are cumulative and are in addition to any other remedy permitted by law or in equity. Forbearance by Landlord to enforce one or more of the remedies upon any events of default shall not constitute a waiver of such event of default.

17.02 (f) The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this Lease. If Landlord commences any proceedings for non-payment of rent or of any other amount due from Tenant to Landlord, Tenant agrees not to interpose any

counterclaim of whatever nature or description in such proceedings. This shall not, however, be construed as a waiver of Tenant's right to assert such claims in any separate action or actions brought by Tenant.

XVIII. Covenant of Quiet Enjoyment.

Landlord hereby warrants and covenants that it has full authority to execute this Lease, and further agrees that Tenant, on paying rent and performing the covenants and conditions of this Lease, may have and shall quietly have, hold, and enjoy the Premises during the Rental Term. Notwithstanding, Tenant agrees that it does hereby subordinate its rights hereunder to the lien of any mortgage or any other method of financing or refinancing now or hereafter placed against the Realty by Landlord and to all renewals, replacements, consolidations and extensions thereof. This agreement to subordinate shall be self-operative and no further instrument of subordination shall be required. Tenant further agrees that it will enter into and execute all documents which any mortgagee may reasonably request Tenant to enter into and execute, including, but not limited to, a subordination, non-disturbance and attornment agreement.

XIX. Brokers.

Landlord and Tenant warrant, each to the other, that no real estate broker or consultant has been involved in this transaction, other than SVN Alliance Commercial Real Estate Advisors. Each party agrees to indemnify and hold the other harmless against any and all claims of any real estate broker or consultant resulting from a breach of the foregoing warranty and representation.

XX. Attorney Fees.

The parties shall have all remedies existing in law and equity to enforce the terms or obligations arising out of this Lease. If any legal action or proceeding is commenced to interpret or enforce the terms of, or obligations arising out of this Lease, or to recover damages relating to a breach, the prevailing party in such action or proceeding shall be entitled to recover reasonable attorneys' fees, court costs and expenses, at both the trial and appellate level.

XXI. Notices.

Each provision of this Lease or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivery of any notice or the making of any payment shall be deemed to be complied with when and if the following steps are taken:

All rent and other payments required to be made by Tenant to Landlord shall be payable to:

**MGM Real Estate Group Inc.
2441 Bellevue Ave
Daytona Beach, FL 32114**

or to such other entity at such other address as Landlord may specify from time to time by written notice delivered in accordance herewith. All rent and other payments required to be made by Tenant to Landlord shall be deemed received when physically received by Landlord.

Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States Mail, postage prepaid, Certified or Registered Mail, or when sent via telecopier with a hard copy deposited in the United States mail, postage prepaid, addressed to the parties hereto at the respective addresses set out below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

As to Landlord:

**MGM Real Estate Group Inc
2441 Bellevue Ave
Daytona Beach, FL 32114**

with a copy also sent to

**Russell A. Kerr, Esq.
Kerr Law Group
1044 N US Highway 1
Suite 202
Jupiter, FL 33477**

and

As to Tenant, at the Premises:

**125 Executive Circle,
Daytona Beach, FL 32114**

XXII. Miscellaneous Provision.

22.01 From and after the date of this Agreement, each of the parties agrees to execute whatever additional documents or instruments as are necessary to carry out the intent and purposes of this Agreement. In addition, at the written request of Landlord (not more than two in any one calendar year) Tenant shall, within twenty (20) days of such request, execute an estoppel certificate certifying that this Lease is unmodified, or if modified, identify the modifications, that the Lease, including any modifications, is in full force and effect, whether any default is known to Tenant, the last rental payment made and any other matters concerning this Lease reasonably requested.

22.02 If this Lease is executed by an officer on behalf of a corporate party, the signing party represents and warrants that the officer has corporate approval to enter into this Lease.

22.03 No indulgences extended by any party shall be construed as a waiver of any breach on the part of such other party, nor shall any waiver of one breach be construed as a waiver of any rights or remedies with respect to any subsequent breach.

22.04 It is the intention of the parties that the laws of the State of Florida shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties. The parties agree and acknowledge that each party has reviewed and participated in the drafting of this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendment or exhibits thereto. The parties agree that the appropriate jurisdiction and venue for any and all suits and special proceedings arising out of, in connection with or by reason of this Agreement, shall be the appropriate court of competent jurisdiction located in Volusia County, Florida.

22.05 This Agreement sets forth the entire understanding of the parties and supersedes all prior and contemporaneous agreements or understandings. No covenant, representation or condition not expressed in this Agreement shall offset or be effective to interpret, change or restrict the provisions of this Agreement. This Agreement may not be changed except by a written document signed by all the parties hereto.

22.06 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

22.07 This Agreement may be executed in any number of counterparts, and each such counterpart shall for all purposes be deemed to be an original.

XXIII Radon Gas.

Pursuant to Fla. Stat. § 404.056(7), notice is hereby given of the following: Radon 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 public health unit.

XXIV Holding Over.

Any holding over after expiration of this term or any renewal term shall be construed to be a tenancy at sufferance, at double the rent herein specified (prorated on a monthly basis) and shall otherwise be on the terms herein specified so far as applicable.

XXV Administrative Charge

An administrative charge of \$500.00 per occurrence will be charged by Landlord to Tenant for renegotiating or changing any terms or conditions of the lease. The charge will also be applicable for any possible lease assignment, unexpected termination of lease, sale of business by existing Tenant to a new Tenant, preparation of lease for new Tenant, and any other event that may cause the existing lease terms to be changed or renegotiated.

XXVI Exhibits.

The following exhibits attached hereto are incorporated herein by reference to such exhibit:

- Exhibit A "Site plan of the Development"
- Exhibit B "Floor plan"
- Exhibit C N/A
- Exhibit D "Tenant's Insurance Certificate"

XXVII Right to Cancel and First Right of Offer

Whereas Tenant receives annual funding through the State of Florida Office of Early Learning, in the event Tenant is not granted a minimum of seventy-five percent (75%) of said funding received in 2022, this Lease may be terminated at the expiration of the current funding year provided Tenant notifies Landlord in writing and submits a copy of written notification of such denial from the State of Florida Office of Early Learning with not less than 180 days prior to termination date. Tenant shall vacate the Premises within thirty days prior to the beginning of the next funding period. Provided Tenant has vacated the space in good and clean condition and has removed all furnishings, fixtures and equipment, Tenant shall have no further obligation under this Lease.

Should Tenant fail to achieve funding adequate to fully operate its business in the Premises using its best efforts, the Landlord shall reasonably accommodate Tenant to the extent possible with renegotiation of lease, assignment or subleasing of any or all of the space, and agrees to terminate Lease if Tenant does not receive funding after using its best efforts.

IN WITNESS WHEREOF, Landlord has executed this Lease on this _____ day of _____, 2022.

(Witnesses as to Landlord)

By: _____
its: _____

IN WITNESS WHEREOF, Tenant has executed this Lease on this _____ day of _____, 2022.

(Witnesses as to Tenant)

By: _____
its: _____

GUARANTY OF LEASE

For valuable consideration, the receipt of which is hereby acknowledged, and to induce MGM Real Estate Group Inc., a Florida corporation (herein referred to as "Landlord") to enter into Commercial Lease with The Early Learning Coalition of Flagler and Volusia Counties, Inc . (the "Tenant"), pursuant to a Commercial Lease agreement on the premises located at 125 Executive Circle, Daytona Beach, Florida 32114, that the Tenant has executed simultaneous herewith (the "Lease"), the undersigned (the "Guarantor"), having a direct financial interest in the Tenant, guarantees to Landlord the full and prompt payment of rent and all other sums required to be paid by Tenant under the lease, and the full and faithful performance of all terms, conditions, obligations and agreements of the tenant contained in the lease.

This is an unconditional guaranty. Upon default by Tenant, the obligations of Tenant with respect to the Lease shall apply to Guarantor as if Guarantor had been the original tenant on the Lease. Guarantor's obligations pursuant to this guaranty shall be independent of the obligation of the Tenant and a separate action or actions may be brought and maintained against Guarantor whether or not action is brought against the Tenant.

Guarantor agrees to pay the reasonable attorney fees and all other reasonable costs and expenses which may be incurred by Landlord in the enforcement of this guaranty. This Guaranty constitutes the entire agreement between Guarantor and Landlord and supercedes all prior written and oral agreements and understandings with respect to the subject matter hereof between Guarantor and Landlord. This Guaranty cannot be changed, modified or terminated orally.

This guaranty is a continuing one, and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. The obligations of the Guarantor hereunder shall be binding upon his successors, representatives, estates and assigns and shall inure to the benefit of the Landlord's successors and assigns. Guarantor hereby authorizes Landlord, without notice or demand, and without affecting Guarantor's liability hereunder, to renew, comprise, extend, modify or otherwise change the terms of the Lease.

It is the intention of the parties that the laws of the State of Florida shall govern the validity of this Guaranty and the construction of its terms.

Guarantor agrees that the appropriate jurisdiction and venue for any and all suits and special proceedings arising out of this Guaranty shall be the appropriate state court of competent jurisdiction located in Volusia County, Florida.

Guarantor knowingly, voluntarily, and intentionally, waives the right he may have to a trial by jury in respect to any litigation based hereon, or arising out of, under or in connection with this Guaranty.

Guarantor(s) agree(s) to promptly notify Landlord of any change in place of residence and home telephone number. Guarantor's current home address for purposes of receiving service of process in case Landlord is required to bring suit to enforce the Guaranty is:

Name _____

Home address _____,

Home telephone number _____ Cell number _____.

SSN _____ DL# _____

IN WITNESS WHEREOF, this Guaranty has been duly executed on this ____ day of May , 2022

(Witnesses)

