

CONDITIONAL ACCEPTANCE
AND ASSUMPTION OF LEASE

THIS CONDITIONAL ACCEPTANCE AND ASSUMPTION OF LEASE is made, executed and delivered as of the 22nd day of February, 2006, by and between, 1325 Gateway, L.L.C. a Florida limited liability corporation, whose principal place of business is located at 2500 Quantum Lakes Drive, Suite 101, Boynton Beach, Florida 33426 (hereinafter referred to as "Lessor"), and the School Board of Palm Beach County, Florida, whose address is 3300 Forest Hill Boulevard, West Palm Beach, Florida 33406 (hereinafter referred to as "School Board").

W I T N E S S E T H:

WHEREAS, Lessor and Survivors Charter School, Inc. ("Survivors") entered into an Lease Agreement dated January 21, 2003, a complete copy of which is attached hereto as Exhibit "A" ("Lease") in which Lessor leased to Survivors the building located at 1325 Gateway Boulevard, Boynton Beach, Florida (hereinafter the "Premises"); and

WHEREAS, on January 25, 2006, the School Board took action to terminate Survivors' Charter School Agreement; and

WHEREAS, Survivors has appealed the School Board's decision to terminate their Charter School Agreement; and

WHEREAS, as Lessor desires some assurance from the School Board as to the School Board's willingness to assume the Lease during the pendency of the appeal and, in the event the School Board prevails, for the remaining term of the Lease; and

WHEREAS, Lessor is willing to accept the School Board as the lessee under the Lease and the School Board is willing to assume the obligations of lessee under the lease.

NOW, THEREFORE, in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is acknowledged by Lessor, the parties hereto agree as follows:

1. The foregoing recitals are true and correct.
2. Lessor represents to School Board that it is the owner of all of the Lessor's interests in the Lease free and clear of all liens and encumbrances of any person claiming by, through or under the Lessor. Lessor further represents that is has full power and authority to accept School Board as the lessee under the Lease.

3. For value received, Lessor herewith accepts and recognizes School Board as lessee under the Lease and covenants that School Board shall have the right of quiet enjoyment and peaceful possession of the Premises. Lessor acknowledges that School Board shall not be liable for any act or omission of Survivors prior to the date hereof.
4. School Board, in consideration of Lessor's acceptance of School Board as lessee under the Lease, assumes and agrees to perform and abide by all terms, conditions and obligations imposed upon the lessee under the Lease accruing after the date hereof, subject to the interpretation and application of all indemnification obligations being consistent with Florida Statute §768.28.
5. This Agreement shall be effective upon the execution by both parties and shall remain effective until the occurrence of the earlier of the following:
 - a. Survivors successful appeal of the School Board's action to terminate Survivors' Charter Agreement, in which event, Survivors shall be reinstated as lessee under the Lease and School Board shall have no further obligation or liability associated therewith; or
 - b. School Board's termination of Survivors' Charter Agreement is upheld, in which event the parties shall have sixty days, unless extended by mutual agreement, to enter into a new lease at the current lease rate.
6. This agreement is binding upon and shall inure to the benefit of the parties, their successors and assigns, and may be altered only by written instrument executed by each of the parties hereto or their successor or assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Conditional Acceptance and Assumption of Lease to be executed as of the day and year first above written.