

ARTICLE 2 - GRANTING CLAUSE AND RENT PROVISIONS

2.1 Grant of Premises. Landlord hereby leases the Leased Premises to Tenant during the Lease Term, subject to the provisions of this Lease.

2.2 Base Rent; Late Payment. Tenant agrees to pay the Base Rent to Landlord annually in advance during the term of this Lease, without demand, offset or reduction. Tenant shall pay within thirty (30) days of invoice, as additional rent, all other sums due under this Lease. If any payment due Landlord is not received by Landlord by the fifth (5th) day after it became due, Landlord can collect a late payment charge of ten percent (10%) of such past due amount.

ARTICLE 3 - OCCUPANCY AND USE

7.4 Insurance. Tenant at all times during the Lease term shall, at its own expense, keep in full force and effect the following insurance, in form and substance, with carriers, and in an insured amount, satisfactory to Landlord: (a) commercial general liability insurance (with "personal injury" coverage and contractual liability coverage) with a limit not less than \$1,000,000 per occurrence/aggregate and (b) standard extended coverage insurance for the full insurable value of Tenant's personal property, trade fixtures and all improvements to the Leased Premises installed at Tenant's expense (except that Tenant may elect to self-insure against the risks covered by the insurance described in the clause (b)). The commercial general liability shall name Landlord as an additional insured. Certificates of such insurance, in form and substance reasonably satisfactory to Landlord, shall be furnished by Tenant to Landlord.

ARTICLE 8 - CONDEMNATION

If all or any part of the Leased Premises should be taken under eminent domain, this Lease shall terminate on the date of such taking without liability to Landlord for any damage or expense suffered by Tenant. The term "eminent domain" shall include the exercise of any similar governmental power and any purchase or other acquisition in lieu of condemnation. Tenant shall not be entitled to any portion of the award payable to Landlord for such condemnation.

ARTICLE 9 - ASSIGNMENT OR SUBLEASE

9.1 Assignment.

(a) Tenant shall not assign, sublet, transfer or hypothecate, in whole or in part, this Lease, by operation of law or otherwise, without the prior written consent of Landlord, and in no event shall any such assignment or sublease ever release Tenant or any guarantor from any obligation or liability hereunder.

(b) Tenant accepts this Lease subject and subordinate to any lease, mortgage or deed of trust lien presently existing, or hereafter encumbering the Property and any renewals, modifications, extensions or replacements thereof. Tenant hereby agrees to attorn, upon request, to the purchaser at any foreclosure sale or to the grantee under any deed in lieu of foreclosure or to any other transferee of Landlord's interest.

9.2 Landlord Assignment. Landlord shall have the right to sell, transfer or assign, in whole or in part,

Leased Premises or the Property; (5) the liquidation, termination or dissolution of Tenant or any guarantor of Tenant's obligations hereunder; or (6) Tenant shall be in default of any other term, provision or covenant of this Lease, other than those specified in subparts (1) through (5), above, and such default is not cured within ten (10) days after written notice thereof to Tenant.

11.2

12.5 Notices. Any notice under this Lease shall be deemed to be delivered (whether or not actually received) when deposited in the United States Mail, postage prepaid, certified mail, return receipt required, addressed to the parties at the respective addresses set forth herein (or, in the case of Tenant, at the Leased Premises), or to such other addresses as the parties may have designated by written notice to each other, with copies of notices to Landlord being sent to Landlord's address as shown herein.

12.6 No liens. The Tenant shall keep the Property free from any and all liens of any nature for any work done, labor performed or materials furnished thereon at the instance of or request of, or on the behalf of Tenant; and Tenant shall defend, indemnify and save harmless the Landlord from and against any and all claims, liens, demands, costs and expenses of any nature for such work done, labor performed, or materials furnished.

12.8 Sale of Property. Upon any conveyance, sale or exchange of the Leased Premises or assignment of this Lease, Landlord shall be and is hereby entirely free and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence, or omission relating to the Leased Premises or this Lease occurring after the consummation of such sale or exchange and

EXECUTED by Tenant and by Landlord on the dates set forth below to be effective as of the date set forth in the first sentence of this Lease.

LANDLORD:

The Charlotte-Mecklenburg Board of Education

By: _____
Its: Superintendent

Date: _____

Reviewed and approved by:

EXHIBIT A
[Leased Premises]

EXHIBIT B
RULES AND REGULATIONS

1. Tenant shall not at any time occupy any part of the Leased Premises as sleeping or lodging quarters.

2. Tenant shall not place, install or operate on the Leased Premises or in any part of the Property any engine, stove or machinery, or conduct mechanical operations or cook thereon or therein, or place or use in or about the Leased Premises or the Property any explosives, gasoline, kerosene, oil, acids, caustics, or any flammable, explosive or hazardous material without written consent of Landlord.

3. Landlord will not be responsible for lost or stolen merchandise, trade fixtures, furniture, furnishings, personal property, equipment, money or jewelry from the Leased Premises or the Property regardless of whether such loss occurs when the area is locked against entry or not.

4. No dogs, cats, fowl, or other animals shall be brought into or kept in or about the Leased Premises or Property.

5. No person shall disturb neighbors of the Property by the use of any radios, record players, tape recorders, musical instruments, the making of unseemly noises or any unreasonable use.

5. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business, Tenant, before occupying the Leased Premises, shall procure and maintain such license or permit and submit it for Landlord's inspection. Tenant shall at all times comply with the terms of any such license or permit.

6. Tenant shall not install any radio or television antenna, loudspeaker or other device on the exterior walls of the Building.

7. Tenant shall store all its trash and garbage within the Leased Premises until daily removal o Tw 11.92 Tw (r)4

Schedule A
[Approved Tenant Improvements]