

**SECOND AMENDMENT TO THE LEASE AGREEMENT**

**THIS SECOND AMENDMENT TO LEASE AGREEMENT** (the "Second Amendment") is made and entered into \_\_\_\_\_, 2013 by and between THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, (hereinafter referred to as "Landlord") and the Center for Education, Training & Holistic Approaches, Inc d/b/a Toussaint L' Ouverture High School For Arts and Social Justice, (hereinafter referred to as "Tenant").

**WITNESSETH:**

**WHEREAS**, Landlord and Tenant entered into a Lease Agreement, dated July 20, 2011 (the "Lease"), for all of Building 5, Building 12 (cafeteria) and four (4) portables ARC, H, I and L; together with twenty-four (24) parking spaces designated as staff parking area located at Delray Full Service Center, 301 S.W. 14<sup>th</sup> Avenue, Delray Beach, Florida 33444 (the "Leased Facilities") for a term commencing on August 1, 2011, and expiring on June 30, 2012; and

**WHEREAS**, the parties entered into a First Amendment to the Lease dated March 14, 2012, which extended the Lease until June 30, 2013; and

**WHEREAS**, the parties desire to amend the Lease to extend the term for one year; and

**WHEREAS**, Landlord hereby acknowledges that Tenant is not delinquent in the payment of rent and utilities and is not in default of any of the terms and conditions of the Lease; and

**WHEREAS**, Landlord and Tenant hereby agree that the facts set forth above are true and correct and form a part hereof.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants hereinafter set forth, the Lease is amended as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning and effect as in the Lease.
2. Section 1.02 is modified to extend the term of the Lease for an additional one (1) year term commencing on July 1, 2013, and expiring on June 30, 2014 (the "Term").
3. Except as specifically modified by the First and Second Amendment, all of the terms and conditions of the Lease not defined herein remain unmodified, in full force and effect, and are hereby ratified, confirmed and adopted by the parties.

**(REMAINDER OF PAGE INTENTIONALLY BLANK)**

IN WITNESS WHEREOF, Landlord and Tenant hereto have executed this First Amendment on the day and year first written above.

ATTEST:

LANDLORD:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a Corporate body politic pursuant to the Constitution of the State of Florida

By: *Blair Little John*  
School Board Attorney  
*Blair Little John*

By: \_\_\_\_\_  
Chuck Shaw, Chairman

(Seal)

By: \_\_\_\_\_  
E. Wayne Gent, Superintendent

ATTEST:

TENANT:

Toussaint L' Overture High School For Arts and Social Justice Charter School, a Florida non-profit corporation

By: *Diane Allredyce*  
(Signature)

By: *[Signature]*  
(Signature)

DIANE ALLREDYCE /  
(Print / Title)

JOSEPH M. BERNADEL,  
(Print / Title)

CHIEF ACADEMIC OFFICER /  
TLHS

CHIEF OPERATING OFFICER (COO)