

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

LEASE AGREEMENT

This Lease Agreement is entered into on February 24, 2011, by and between Beaufort County (the "Lessor") and Riverview Charter School (the "Lessee").

In consideration of the covenants contained herein and other valuable consideration received and with the intent to be legally bound, Lessor and Lessee agree as follows:

1. PREMISES. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, that certain rectangular piece of land situate in the City of Beaufort, Beaufort County, South Carolina; measuring 152 feet on its northern and southern boundaries and 100 feet on its eastern and western; bounded on the south by the Riverview Charter School, on the east by Burroughs Avenue and on the north by other land owned by Beaufort County; and more particularly shown on the Conceptual Site Plan Exhibit prepared by Ward Edwards for Riverview Charter School, dated February 18, 2011, and attached hereto.

2. TERM. The term of this Lease shall commence on the date hereof and end at midnight on June 14, 2012. In addition, the Lessor shall be allowed access to the Premises in the 30 days after the end of the term in order remove the mobile classroom facilities and to restore the Premises to its condition on the date hereof.

3. RENT. The rent to be paid by the Lessee to the Lessor shall be One and 00/100 (\$1.00) Dollar.

4. UTILITIES. The Lessee shall have the sole responsibility for payment to third parties for the utilities that are provided to the Premises during the term of this Lease.

5. INSURANCE. During the leasehold term, Lessee shall maintain, at its sole expense, public liability insurance for at least the minimum liability amounts stated in the South Carolina Tort Claims Act, naming the Lessor as an insured.

6. USE OF PREMISES. The Lessee shall use the Premises to operate three mobile classroom facilities in connection with a "charter school" as defined under the South Carolina Charter Schools Act of 1996, S.C. Code Ann. §§ 59-40-10 *et seq.* (Supp. 2007). The Lessee, at its sole cost and expense, shall obtain the necessary permits to place and use three mobile classroom facilities on the Premises and shall also, at its sole cost and expense, fence the perimeter of the Premises. Upon expiration of this Lease, the Lessee shall, at its sole cost and expense, restore the Premises to its former condition.


7. COMPLIANCE WITH LAW. The Lessee shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to the Lessee's use of the Premises.

8. DEFAULT. If a party shall breach a provision of this Lease and fail to cure the default within five (5) days of written notice thereof, the non-defaulting party shall have the right to pursue any and all available remedies at either law or equity.

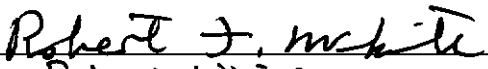
9. ENTIRE AGREEMENT. The parties acknowledge that they have read and understand the terms of this Lease. This Lease contains the entire agreement and understanding between the parties regarding the Premises and is subject to no agreements, conditions or representations that are not expressly set forth herein. This Lease may only be amended in a writing signed by both the Lessor and the Lessee.

ACKNOWLEDGEMENTS:

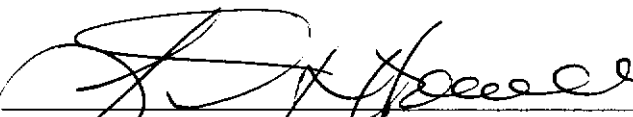
BEAUFORT COUNTY


By: Cary Kubick
Its: County Administrator
Date: February 24, 2011

RIVERVIEW CHARTER SCHOOL

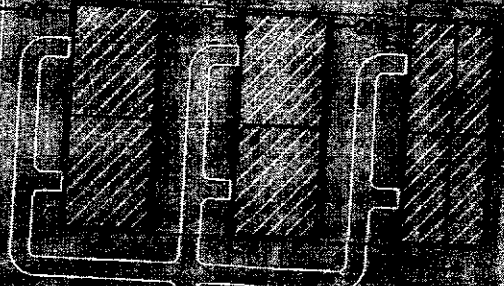

By: Robert White
Its: Chairman

APPROVED AS TO FORM:


Ladson F. Howell, Staff Attorney

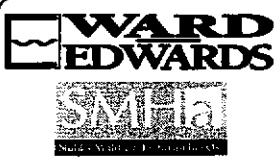
JONES AVE

190'
EXISTING RIGHT-FIELD DEPTH)



EXISTING
S FACILITY

BURROUGHS AVE



CONCEPTUAL SITE EXHIBIT
Riverview Charter
School
CITY OF BEAUFORT, SOUTH CAROLINA

PROJECT INFORMATION:
DATE: 02/16/11
SCALE: 1"=50'
PROJECT NO: 100019
SHEET 1 OF 1