

Exhibit B

[Play and Learn Lease]

wa-p&l2.lse
7/8/03

LEASE AGREEMENT

THIS AGREEMENT, made this 7th day of July, 2003 by and between **WORDSWORTH ACADEMY**, a Pennsylvania Non-Profit Corporation, whose address is Pennsylvania Avenue and Camp Hill Road, Fort Washington, Pennsylvania 19034 (hereinafter called "Lessor") of the one part, and **LEARN AND PLAY INC., t/a PLAY AND LEARN**, a Pennsylvania Non-Profit Corporation, whose address is 200 Camp Hill Road, Fort Washington, Pennsylvania 19034 (hereinafter called "Lessee"), of the other part.

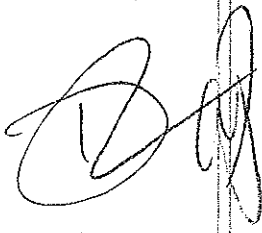
WITNESSETH:

WHEREAS, Lessor currently leases unto Lessee a certain portion of its land and facilities located in Springfield Township, Montgomery County, Pennsylvania, known as the Fort Washington Campus for use as a Child Care Center/and/or School Center; and

WHEREAS, the parties desire to enter into a long term lease relationship concerning said property in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **PREMISES:** Lessor does hereby demise and let unto Lessee that portion Lessor's Fort Washington Campus located at Pennsylvania Avenue and Camp Hill Road, Fort Washington, Montgomery County, Pennsylvania, consisting of the existing



pre-school building, surrounding grounds to include the fenced play area, ingress/egress areas to said building, additional twenty five (25) feet for play area added to existing fenced play areas and twenty (20) parking spaces adjacent to the building in accordance with the attached Exhibit "A" ("Leased Premises") which is incorporated herein by reference.

2. TERM:

This Lease shall commence on July , 2003 and shall continue for a term of sixty five (65) years from the date thereof, terminating on July , 2068. Thereafter, the Lease Agreement shall continue at Lessee's option for four (4) additional ten (10) year terms, unless, at least one (1) year prior to the termination of the original lease term or any renewal term, Lessee gives written notice to Lessor of its intention to terminate at the expiration of the then current term.

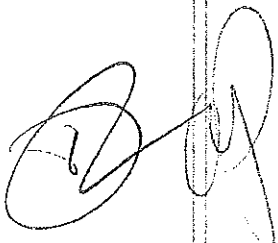
3. RENT:

At the commencement of the lease term, and contemporaneously with the execution of this Lease Agreement, Lessee shall pay to Lessor the sum of Three Hundred Thousand (\$300,000.00) Dollars in one lump sum at the office of Lessor without demand, per diem credit for any lease payments made under the existing Lease between the parties. The rent for each successive renewal term shall be negotiated by mutual agreement of the parties, to be set at a fair market rent for the Leased Premises with an appropriate credit for improvements constructed by the Lessee in accordance with Paragraph 2 above.

4. UTILITIES/SYSTEMS/MAINTENANCE/TAXES:

(a) Lessee shall be responsible for the cost of all utilities including but not limited to water, sewer, and electric.

(b) Lessee shall be responsible for maintaining the heating, plus plumbing,



electricity, air conditioning, fire alarm/security system and sprinkler system and all similar utilities and equipment in good working order at all times during the term of this Lease and any renewals, and shall bear the cost and expense of repair and maintenance of same. However, Lessor shall be responsible for the repair and maintenance of said utilities from the point of the connection of said utilities to the Fort Washington Campus to the boundaries of the Leased Premises (See Exhibit "A"). Within the Leased Premises, such utility connection shall be the responsibility of Lessee. Lessee shall be responsible for its own telephone and security systems.

(c) In the event that real estate or other taxes are assessed as against the Fort Washington Campus and its use, the parties agree that such taxes shall be apportioned in direct relation to the Lessee's square footage as compared to the total building square footage owned by Lessor on the Fort Washington Campus.

5. EXTERIOR MAINTENANCE: Lessor shall provide outdoor parking, lighting and snow removal, and shall maintain the driveways and parking areas. Lessee shall be responsible for all costs related to the Leased Premises including all maintenance and repairs to the structure and exterior of the building and to keep the same in good repair during the term of this Lease and any renewals. It shall be the responsibility and obligation, financial and otherwise, of the Lessee to provide general maintenance of the grounds, provide necessary cutting of the grass and to keep the facility in which the Leased Premises are located in generally good repair. Lessee shall maintain all outdoor playground equipment and all adjacent grounds necessary for the safe use of the equipment. Lessee shall keep the play areas in a neat and tidy condition. Lessee shall establish a location near the Leased Premises for the placement of its trash dumpster, subject to the prior approval of the Lessor, which approval shall not be unreasonably withheld.

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6. INGRESS AND EGRESS: Lessor agrees that Lessee shall be permitted free, unencumbered access to the Leased Premises.

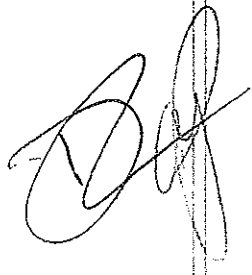
7. GOVERNMENTAL APPROVALS/OPERATION. This Lease Agreement, and the Lessee's obligations hereunder, are expressly contingent and conditioned upon Lessee maintaining any permission and/or permits from any and all governmental agencies responsible for its operations. Lessee agrees to cooperate with Lessor to keep the facilities and equipment as free from damage as possible, normal wear and tear excepted, and to comply with all state and governmental requirements for safety and proper activities. Lessee further agrees to assume full responsibility for the proper operation of its programs and to employ qualified staff members to assist in this operation. Lessee further agrees to operate in strict accordance with Standards imposed upon it by the Commonwealth of Pennsylvania and/or appropriate local Agencies.

8. INSURANCE:

A. Lessee's Responsibility.

Lessee shall maintain and provide copies of the Declaration pages for the following insurance coverages throughout the Lease Term with companies licensed to do business in Pennsylvania and reasonably satisfactory to Landlord:

- (i) Comprehensive general liability insurance, naming as additional insureds under a CG2026 Additional Insureds Endorsement, Lessor and any other persons reasonably requested by Landlord, acceptable to insurance company, including contractual liability, against claims for personal injury including bodily injury, death and property damage in an amount not less than Three Million Dollars (\$3,000,000) combined single limit per occurrence.



(ii) "Special Cause of Loss Insurance for property damage insurance, including sprinkler leakage, for the full replacement cost of all leasehold improvements, alterations, all office furniture, trade fixtures, office equipment merchandise, and all other items of Lessee's property; and

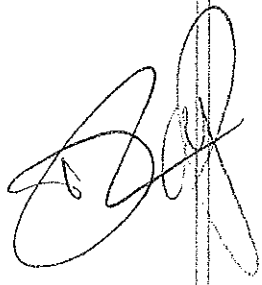
(iii) Business interruption insurance in an amount sufficient to reimburse Lessee for loss of earnings attributable to prevention of access to the Building or Leased Premises for a period of at least one year.

B. Lessor's Responsibility.

Lessor shall maintain a comprehensive general liability insurance policy naming as additional insureds under a CG2026 Additional Insureds Endorsement, Lessee and any other persons reasonably requested by Lessee, acceptable to the insurance company, including contractual liability, against claims for personal injuries including bodily injury, death and property damage in an amount not less than Three Million (\$3,000,000.00) Dollars combined single limit per occurrence.

C. Release and Indemnification.

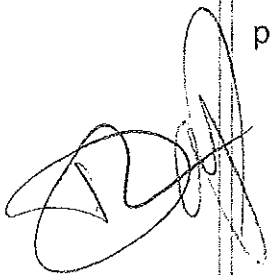
(i) Lessor and Lessee each hereby release the other from any and all liability or responsibility to the party granting such release (a "Releasing Party") and to anyone claiming through or under the Releasing Party by way of subrogation or otherwise, for loss or damage to the property of the Releasing Party as for personal injury or claims or causes of action, even if the loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, provided, however, that this release shall be effective only with respect to loss or damage (a) covered by insurance maintained by the Releasing Party or required to be maintained by the Releasing Party pursuant to the

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terms of this Lease, and (b) occurring during such time as the relevant insurance policy of the Releasing Party contains a clause or endorsement to the effect that such release shall not adversely affect or impair such insurance or prejudice the right of the insured to recover thereunder. Each party will use its best efforts to obtain such a clause or endorsement, but if an additional premium is charged therefore, the party benefitting therefrom, if it desires to have such waiver, will pay to the other the amount of such additional premium promptly upon being billed therefor.

(ii) Lessee shall maintain throughout the Term (i) Special Cause of Loss insurance for property damage or fire with extended coverage insurance upon the Building in at least such amounts as and with deductibles which are not materially in excess of those maintained on or with respect to comparable buildings in Springfield Township, with appropriate adjustments based upon the size, replacement cost, age, location, quality and condition of the Building and such other buildings and (ii) general liability insurance against claims for bodily injury, death and property damage in and about the Building in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence.

9. SIGNS: Subject to the approval of the Township of Springfield, and subject to Lessor's prior approval, which approval shall not be unreasonably withheld, Lessee shall be permitted to install signage upon the premises consistent with the Regulations of the Township. Lessee shall also have the right to place pick-up and drop-off signs in the parking area and a sign for the Director's parking space.

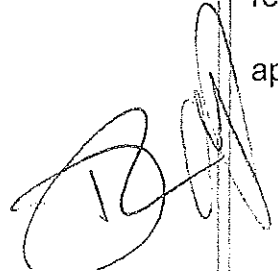


10. ASSIGNMENT/SUBLEASE: Lessee shall not assign or sublease the Leased Premises or any part thereof without the prior written consent of Lessor, which consent shall not be unreasonably withheld, except that Lessee may lease to Childrens House, Inc.

11. LESSOR'S ACCESS TO PREMISES: Lessor shall be permitted at all reasonable times to visit and inspect the premises with advance notification and concurrence of Lessee, not to be unreasonably withheld.

12. LESSOR'S FORT WASHINGTON CAMPUS. Other than the leased area, Lessor agrees that, at all times, Lessor shall maintain its existing Fort Washington Campus at its sole expense in accordance with all local, county and state regulations, and that its campus will comply with all hearing, plumbing and electrical requirements. In the event of any non-compliance with the requirements of this paragraph, Lessee agrees to allow Lessor a reasonable time in which to comply so long as Lessor's efforts do not impinge or otherwise prevent Lessee's operations at the Leased Premises.

13. FIXTURES/IMPROVEMENTS: It is agreed that no equipment installed or provided by Lessee shall become a fixture attached to the premises. Upon termination of this Lease, Lessee shall have the right to remove any and all such equipment, appliances or other similar items supplied by it, provided Lessee returns the premises to its original condition, reasonable wear and tear excepted. At no time shall any such equipment become the property of the Lessor unless agreed to by both parties or in the event that the Lessee fails to remove any such property upon termination of the Lease. However, Lessee shall be permitted to make improvements, including but not limited to renovations and buildings additions, to the Leased Premises subject to the prior written approval of the Lessor, which approval should not be unreasonably withheld.



14. PARKING, ARRIVAL AND DISMISSAL: Lessee shall be responsible for monitoring the arrival and dismissal of children and traffic control. Lessee's visitors shall be permitted to park their motor vehicles in twenty (20) appropriately marked spaces as more fully set forth on the attached Exhibit "A".

15. BREACH, NOTICE OF BREACH. Lessor and Lessee shall provide written notice ^{to the opposite party} of any ~~non-monetary~~ breach under this Lease Agreement with ten (10) days opportunity to cure any monetary default and thirty (30) days opportunity to cure any non-monetary default. In the event the breach is not cured within the appropriate time period, the non-defaulting party may terminate this Lease Agreement.

16. AMENDMENTS TO AGREEMENT: It is understood that, except as herein otherwise provided, no alterations, amendments, modifications, changes, additions or deletions to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

17. HEIRS AND ASSIGNS: All rights and liabilities herein given to, or imposed upon, the respective parties thereto shall extend to and bind the several and respective heirs, executors, administrators, successors and assigns of the said parties.

18. NOTICES. All notices required to be given under this Lease Agreement shall be provided by telecopy and by certified mail, return receipt requested, as follows:

Lessor:

Wordsworth Academy
7827 Old York Road
Elkins Park, PA 19117

Lessee:

Learn & Play, Inc.
200 Camp Hill Road
Fort Washington, PA 19034

19. HEADINGS: Any headings preceding the text of the several paragraphs and subparagraphs hereof are inserted solely for the convenience of reference and shall not constitute a part of this Lease nor shall they affect its meaning, construction or effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

LESSOR:
WORDSWORTH ACADEMY

BY: 

LESSEE:
LEARN & PLAY INC.

BY: 

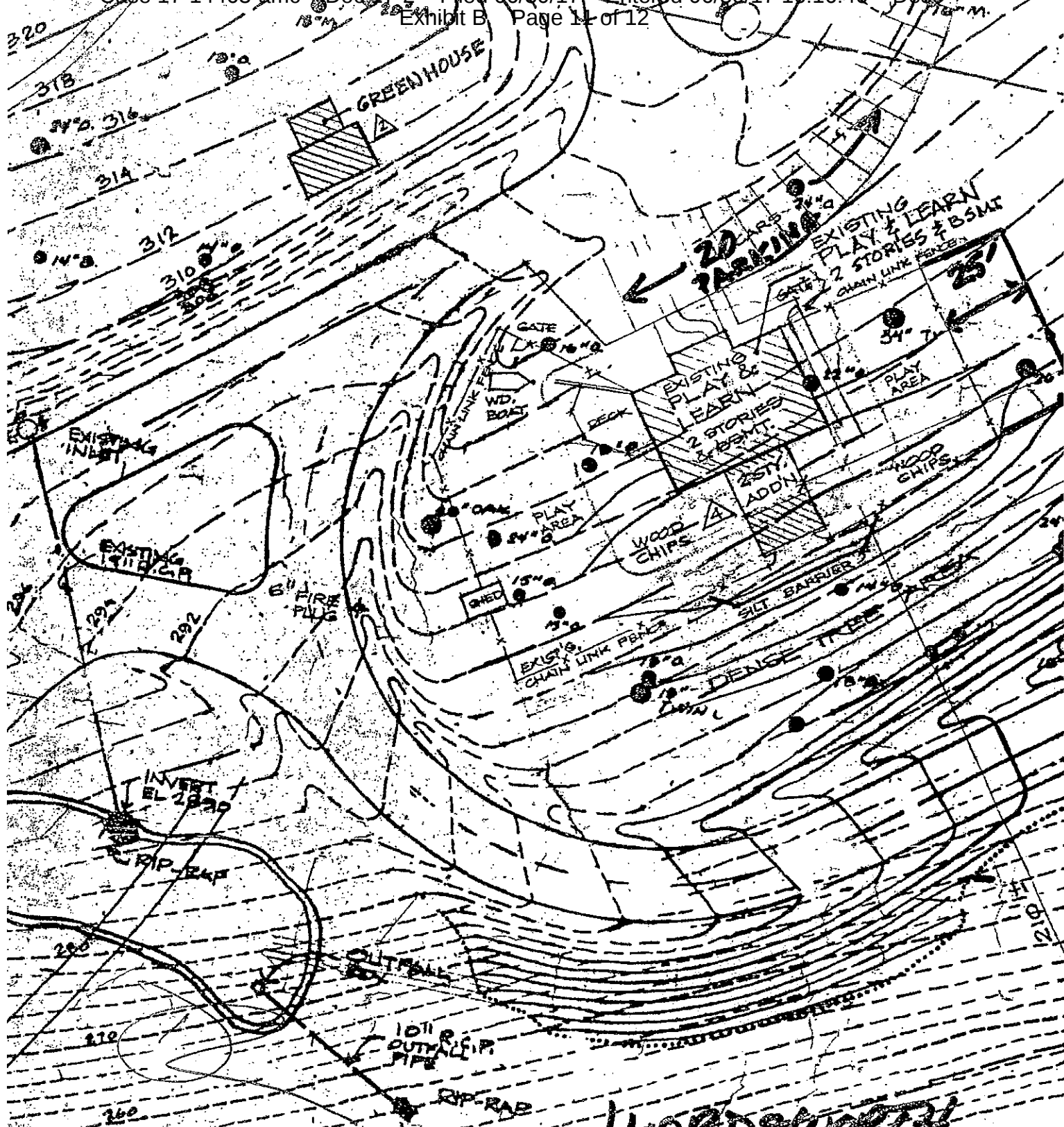
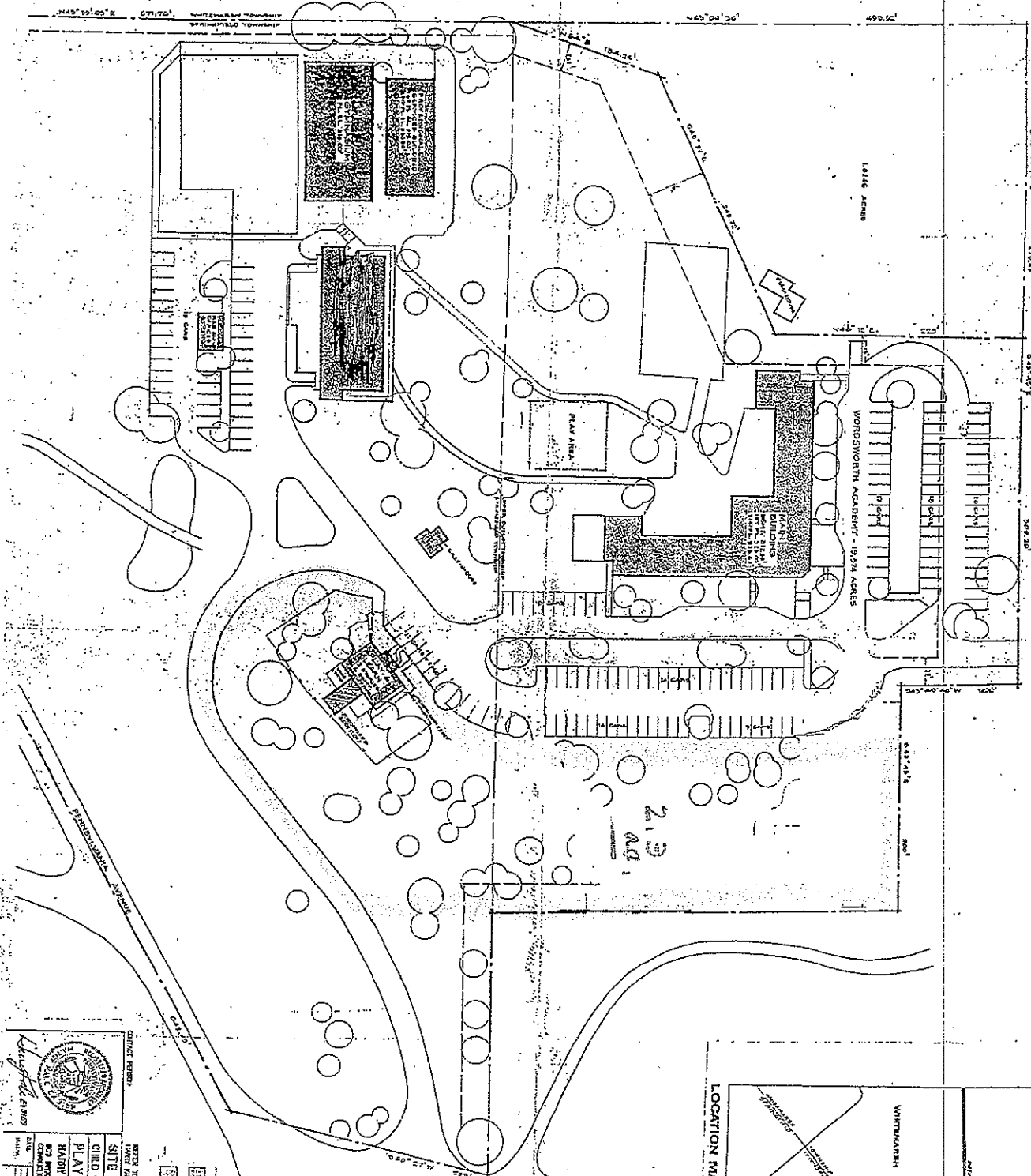


Exhibit A
 Not to Scale
 PLAY & LEARN

WORDSWORTH
 FORT
 WASHINGTON
 CAMPUS

Bldg - 4520
 50 FT.
 7/2/03 PENNSYLVANIA

WORLDWIDE EVANGELICAL CRUSADE, INC.



2.3
AC.

LEGEND

- EXISTING BUILDING
- PROPOSED ADDITION

PROJECT RECORD

DATE: 06/15/17
 DRAWN BY: J. K. PAUL
 CHECKED BY: J. K. PAUL
 PROJECT NO.: 17-14463-AMC

SITE PLAN

CHILD CARE CENTER - PROPOSED ADDITION
 PLAY & LEARN
 HARRY KYLE PAUL ARCHITECT & PLANNER
 10000 W. 15TH AVENUE, SUITE 100
 DENVER, CO 80202

