

# COMMERCIAL LEASE

THIS LEASE made this 10<sup>th</sup> day of November 2022, by and between Ephraim Asher, hereinafter called "LANDLORD", with its principal offices at 3052 Carlow Circle, Tallahassee, FL 32309, and The Florida Endowment Foundation of Vocational Rehabilitation, a 501(c)(3) public charity, hereinafter called "TENANT", with its principal offices at 1709 Hermitage Blvd., Suite 100, Tallahassee, FL 32308.

## WITNESSETH:

In consideration of the rents reserved herein and the mutual covenants, terms, conditions and agreements hereinafter set forth, LANDLORD and TENANT hereby agree as follows:

1. DESCRIPTION OF PROPERTY. LANDLORD leases to TENANT and TENANT lets and rents from LANDLORD that certain rental space located at 1709 Hermitage Blvd, Suite #100, Tallahassee, FL 32308 (herein referred to as "Premises"), as shown on Exhibit "B" attached hereto and incorporated herein by reference. LANDLORD shall also provide the nonexclusive right to us the common areas, parking areas, sidewalks, and other improvements, which are a part of the property upon which the Premises are located. TENANT acknowledges that parking is open and unassigned.

2. TERM. The term of this Lease shall be a period of Three (3) years, commencing on January 1, 2022 and terminating at 12:00 midnight on December 31, 2024.

3. RENT. TENANT agrees to pay total annual rental under the terms of this Lease the sum of **One Hundred Fifty Five Thousand Seven Hundred Eighty One and 36/100 Dollars (\$155,781.36)**, which may now or in the future be levied, which amount TENANT agrees to pay to LANDLORD in equal monthly installments, more specifically set forth in Exhibit "A" attached hereto, which amount shall be payable to LANDLORD in advance on the first day of each and every calendar month during the term of the Lease .

Rent shall be paid to the LANDLORD at the address hereinafter set forth, or at such other address, as LANDLORD from time to time shall designate. All payments due from TENANT to LANDLORD under the terms of this Lease shall be paid promptly when due without deduction or offset. If any payment is not received by LANDLORD by 12:00 midnight on the 5th calendar day following the day on which the payment is due, a late fee shall be immediately due and payable by TENANT to LANDLORD as additional rent equal to five percent (5%) of the Base Rent. If LANDLORD receives any check from TENANT, which is returned for insufficient funds, or any other reason, TENANT shall be required to pay LANDLORD a service charge of FORTY AND NO/100 DOLLARS (\$40.00) per returned check.

4. USE OF PREMISES. The Premises is leased to TENANT for use as a BUSINESS OFFICE as well as all uses allowed by applicable law, and TENANT agrees to restrict its use for such purposes and not to use or permit the use of the Premises for any illegal or unpermitted use. TENANT shall not use the Premises in any manner, even in its use for the purposes which the Premises is leased, that will increase risks covered by insurance on the Building, so as to increase the rate of insurance on the Building or to cause cancellation of any

insurance policy covering the Building. TENANT further agrees not to keep in the Premises, or permit to be kept, used or sold thereon, anything prohibited by the policy of fire insurance covering the Building. TENANT shall comply, at its own expense, with all requirements of insurers, necessary to keep in force the fire and public liability insurance covering the Premises. TENANT shall not commit, or allow to be committed, any waste in the Premises, create or allow any nuisance to exist in the Premises, or use or allow the Premises to be used for any unlawful, improper, or offensive purposes, including illegal drug activity. No flammable or explosive material, or hazardous or toxic waste, material, or substance, including asbestos, petroleum and any petroleum by-products, which is or becomes regulated by any local governmental authority, any agency of the State of Florida or of the United States Government, shall be allowed or kept within the Premises in violation of applicable law unless LANDLORD'S prior written approval is obtained. No freestanding halogen light fixtures are permitted in the Premises. No animal of any kind shall be allowed or kept within the Premises, with the exception of service animals.

LANDLORD represents to TENANT that, to LANDLORD'S knowledge, (i) there are no asbestos-containing material, hazardous substances or underground storage tanks at the Building, and (ii) no environmental remediation, testing, sampling or monitoring is being conducted within the Building, and no such environmental remediation, testing, sampling or monitoring is required pursuant to any applicable environmental law or any other statute, regulation or order of any applicable governmental authority, as of the date of this Lease. LANDLORD agrees to use commercially reasonable efforts to maintain the Building in such a manner as to avoid environmental hazards to TENANT and the Premises.

5. MAINTENANCE BY TENANT. TENANT agrees that by occupying the Premises after completion of the LANDLORD's work, TENANT has accepted the same to be in good repair and has accepted the Premises in "as is" condition, unless otherwise provided for in this Lease. TENANT agrees that during the term of this Lease, it will, at its own expense, keep all nonstructural portions of the Premises in good state of repair and condition (including repair of nail and screw holes or other damage caused by TENANT to interior walls and doors, utility sinks, and plumbing fixtures), ordinary wear and tear excepted, except for the portions of the Premises and utilities within or serving the Premises that LANDLORD is responsible for. TENANT is required to have floor mats under all desk chairs, and TENANT shall be responsible for any damages caused by the absence of such floor mats, which result in abnormal wear to the carpet or floor coverings in the Premises. All damages resulting from the misuse of nonstructural portions of the Premises and fixtures shall be borne by TENANT. TENANT shall not mark, paint, drill into, or in any way deface any part of the Premises or the Building except minor nail and screw holes to be repaired as provided herein. TENANT shall be responsible for replacement of light bulbs and air condition filters.

Before closing and leaving the Premises at any time, TENANT shall see that all windows and doors are closed and locked and shall not leave windows open during rainy weather. TENANT shall be responsible for and make good any injury or loss sustained by other tenants or LANDLORD for damage to paint, plastering, carpeting, or other parts of the Building, including theft of personal property or fixtures directly resulting from TENANT'S negligence or noncompliance with the provision of this paragraph.

6. MAINTENANCE BY LANDLORD. LANDLORD agrees to keep in good repair and condition the foundations, exterior walls, exterior windows, air conditioning and heating systems, plumbing and electrical systems, down spouts, gutters, exterior lighting, roof, sidewalks, driveways, and landscaping of the Building whether located within or outside the Premises, except, however, for any damage, repair, or injury thereto caused by or resulting from any negligence, act or omission of the TENANT or any of the TENANT'S agents, servants, employees, licensees, invitees, and customers.

7. UTILITIES. LANDLORD agrees to pay for any and all charges for utilities incurred by TENANT, including heating and cooling, water, electricity (includes storm water utility fees, fire service fees, and related taxes), sewage, and trash and garbage removal, as and when said charges become due and payable. TENANT agrees to use commercially reasonable efforts to turn down/off heating and air-conditioning system after normal business hours. LANDLORD, at LANDLORD'S expense, shall provide janitorial service twice weekly, which shall include trash removal, and shall manage all common areas. TENANT shall contract separately for its own telephone and computer service.

8. AD VALOREM TAXES. The LANDLORD, at LANDLORD'S expense, shall pay real estate taxes assessed against the realty, of which the Premises are a part. TENANT agrees to pay all taxes levied against the personal property and trade fixtures of the TENANT in and about the Premises and any sales taxes, which are or may be levied upon any services or sales by TENANT.

9. INSURANCE. TENANT shall procure and maintain in full force and effect during the term of this Lease and any extension thereof, at TENANT'S sole expense, policies of public liability insurance, adequate to protect against liability for damage claims through use of or arising out of accidents in or around the Premises in the minimum amount of ONE MILLION DOLLARS (\$1,000,000.00) for each person injured, ONE MILLION DOLLARS (\$1,000,000.00) for any one accident, ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for property damage to the Premises caused by the TENANT'S employees, invitees, and principals, and FIVE THOUSAND DOLLARS (\$5,000.00) for medical expenses. Copies of such policy(ies) or certificates of insurance shall be delivered to LANDLORD prior to and as a condition of TENANT'S possession under this Lease, and thereafter, the renewal of replacement certificates shall be delivered on or as soon as possible before the expiration date of such policy(ies). TENANT agrees to obtain a written obligation from the insurers to notify LANDLORD in writing at least THIRTY (30) calendar days prior to cancellation or refusal to renew any such policy(ies). TENANT agrees that if such insurance policies are not kept in force during the entire term of this Lease and any extension thereof, and proof thereof delivered to LANDLORD as herein provided, LANDLORD may procure the necessary insurance and pay the premium therefore, and that such premiums shall be repaid to LANDLORD as an additional rent installment for the month following the date on which such premiums are paid but only after the LANDLORD has advised the TENANT in writing of this insurance deficiency and TENANT fails to rectify the insurance deficiency within ten (10) days from such written notice. LANDLORD shall be named as co-insured on TENANT'S insurance policy.

LANDLORD agrees at all times during the period of this Lease, at its expense, to keep the Building insured against fire and windstorm damage and other such casualties to the Premises,

with extended "all risk" coverage along with a Commercial General Liability policy with minimum limits of \$2,000,000.

In any event of loss or damage to the Building, the Premises, common areas or any contents, each party hereto shall look first to any insurance in its favor before making any claim against the other party. To the extent possible without additional cost, each party shall obtain for each policy of insurance it is required to maintain hereunder provisions permitting waiver of any claim against the other party for loss or damage within the scope of such insurance, and each party, to the extent permitted, for itself and its insurers waives all such insured claims against the other party by way of subrogation or otherwise.

TENANT shall be responsible for providing such insurance, as TENANT deems appropriate, on TENANT'S trade fixtures, furniture, equipment and other items of TENANT located on or placed in the Premises in accordance with Paragraph 11.

TENANT acknowledges that LANDLORD does not provide security guards, security alarm systems, or other devices in the Building, and TENANT shall take proper precautions to protect its employees, invitees, and principals from any such security risks, which TENANT might reasonably expect.

TENANT shall be permitted the use of the installed security system in the Premises, provided TENANT is solely responsible for activation, monitoring, maintenance, and any other related fees.

10. DESTRUCTION OF PREMISES. If the Premises is partially destroyed during the term of this Lease, through no fault of TENANT, LANDLORD shall repair them, subject to the requirements of any mortgagee or insurer on the property, within SIXTY (60) calendar days of the partial destruction. The partial destruction of the Premises shall not render this Lease void or voidable or terminated except as herein provided. Rent for the Premises shall be reduced during the repair and construction period in proportion to the amount of space rendered untenantable in relation to the total Premises. If the repairs cannot be so made within the time limit, LANDLORD has the option of making them within a reasonable time and continue this Lease in effect with proportional rent rebates to TENANT as provided for herein. If the repairs cannot be so made in SIXTY (60) calendar days and if LANDLORD does not elect to make them within a reasonable time but in no event more than 90 days, either party hereto has the option of terminating this Lease. Notwithstanding anything herein to the contrary, in the event the Premises is more than fifty percent (50%) destroyed, LANDLORD or TENANT may, at its option, terminate this Lease, and in any case where repairs cannot be completed in a period of time no greater than 25% of the remainder of the Term during the last 12 months of Term, TENANT shall have the right to terminate this Lease by written notice given within 30 days after such damage. In the event of such termination LANDLORD shall rebate to TENANT any advance rent paid through the date of said termination.

11. PERSONAL PROPERTY. All trade fixtures, furniture, equipment, and other items of personal property in the Premises shall be and remain at TENANT'S sole risk of loss, except for damage occasioned thereto by negligence or intentional wrongdoing of LANDLORD, and TENANT shall be responsible for providing its own insurance coverage for the same.

LANDLORD shall not be liable for any damage to nor loss of such property arising from any acts of negligence of any other persons, nor from the leaking of the roof, nor from the bursting, leaking, or overflowing of water, sewer, steam pipes, or plumbing fixtures; nor from electric wiring or fixtures; nor from any other cause whatsoever, except for damage due to negligence or intentional wrongdoing of the LANDLORD; nor shall the LANDLORD be liable for any injury to employees, agents, invitees, or customers of the TENANT or other persons in or about the Premises, except for damage due to negligence or intentional wrongdoing of the LANDLORD. Further, see Section 20; the TENANT expressly agrees to hold the LANDLORD harmless in all such cases.

12. INSPECTION BY LANDLORD. LANDLORD reserves the right to enter the Premises with a minimum of 24-hour advance notice (except in the case of an emergency), for the purpose of inspecting them and to perform required maintenance and repair, and TENANT agrees to permit LANDLORD to do so. LANDLORD shall attempt to make all such inspections and repairs at such times and in such a manner as to minimize interference with the operation of TENANT'S business. In any event, LANDLORD shall not be obligated to reduce TENANT'S rent for the Premises during any period of normal maintenance repair not exceeding one (1) business day nor shall LANDLORD incur any liability to TENANT for disturbance of quiet enjoyment of the Premises when making such repairs other than in the event of LANDLORD'S negligence. LANDLORD, or any of his agents, shall have the right to exhibit the Premises and advertise the same for lease at any time within NINETY (90) calendar days before the expiration of this Lease unless the parties agree to extend the term of this Lease as provided hereafter, provided no event shall such signs be located on or immediately adjacent to entries to the Premises or upon windows of the Premises.

13. ALTERATIONS AND ADDITIONS. TENANT shall make no alteration in or addition to, or install any fixtures (other than normal office equipment or furnishings) in, or maintain signs advertising its business in the Premises without in each case obtaining the prior written consent of LANDLORD, not to be unreasonably withheld or delayed. To the extent LANDLORD grants its consent to any such alterations, additions, or installation of fixtures (other than normal office equipment or furnishings) or signs, the same shall be done in compliance with all building codes, ordinances and governmental regulations pertaining to such work, use or occupancy, and the same shall also be done in accordance with any restrictive covenants and/or rules and regulations applicable to the Premises. Any alteration, addition, or improvement made by the TENANT after such consent shall have been given or any fixtures installed as a part thereof (other than normal office equipment or furnishings), shall become the property of the LANDLORD or be removed by the TENANT, at the LANDLORD'S option to be decided by LANDLORD and such decision to be conveyed to TENANT at the time LANDLORD delivers its consent, upon expiration or earlier termination of this Lease. TENANT agrees that it will indemnify and save harmless LANDLORD from and against any and all expenses, including attorneys' fees, liens, claims, and damages to either property or person that may or might arise by reason of the making of any repairs, alterations, additions, or improvements, and TENANT specifically acknowledges that the interest of LANDLORD in the subject Premises shall not be subject to liens by any laborer or material man (mechanics' lien) for services rendered to the subject Premises, and TENANT agrees to so advise any such person providing labor, services, or materials to the Premises.

14. EMINENT DOMAIN. In the event the Premises, or such portions thereof or of the Building or the parking areas serving the Building as will make it unusable for the purposes for which it is leased, shall be appropriated or taken pursuant to the power of eminent domain, then this Lease shall cease and terminate as of the date when possession thereof is taken by the condemning authority and the parties hereto shall be released from any further liability hereunder, and rent shall be computed between LANDLORD and TENANT as of the date possession is taken. This termination, however, shall be without prejudice to the respective rights of either LANDLORD or TENANT to recover from the condemning authority compensation and damage caused by said taking, and neither party shall have any rights in any award nor settlement so received by the other from the condemning authority. Eminent domain proceedings resulting in the condemnation of a part of the Premises leased herein, Building or parking area adjacent thereto that leave the remainder usable for the purposes of the business for which the Premises is leased will not terminate this Lease, unless either LANDLORD or TENANT at their option terminate it by giving written notice of termination to the other party. Upon completion of said reconstruction to the same condition and usable space as existed prior to the condemnation, the rent as provided herein shall be paid in full to the LANDLORD. The sale by LANDLORD to any public or quasi-public body having the power of eminent domain under threat of condemnation or while condemnation proceedings are pending shall be deemed to be taking by eminent domain.

15. SUBORDINATION TO MORTGAGES. This Lease is at all times subject and subordinate to any and all present and future mortgages or encumbrances, which may be placed upon the Building by the LANDLORD. TENANT covenants and agrees to execute within THIRTY (30) days of receipt, upon request of LANDLORD a reasonable instrument, to reflect of record the subordination of this Lease to the lien of any such mortgage; provided, however, notwithstanding anything contained herein to the contrary, any such mortgagee shall acknowledge the validity and continuance of this Lease in the event of a foreclosure of LANDLORD'S interest or otherwise, and shall recognize TENANT'S rights hereunder, as long as TENANT shall not be in default under the terms hereof.

16. ESTOPPEL CERTIFICATION. TENANT shall at any time and from time to time within THIRTY (30) calendar days after written notice from the LANDLORD, execute, acknowledge, and deliver to the LANDLORD a statement in writing certifying that this Lease is in full force and effect, setting forth and confirming any amendments hereto, stating the amount of rental paid hereunder, the date to which rental payments have been made, and acknowledging if accurate that there are not, to the TENANT'S knowledge, any uncured defaults by the LANDLORD hereunder or specifying any defaults which may be claimed. Any such statement may be relied upon by any mortgagee or prospective purchaser of any portion or all of the Building.

17. ATTORNMENT. TENANT shall, upon demand, in the event of the sale (including any foreclosure sale) or assignment of LANDLORD'S interest in the Building, attorn to the purchaser or assignee and recognize such purchaser or assignee as LANDLORD under this Lease, provided that in the event of any such sale or assignment the transferee shall be subject to this Lease and shall recognize TENANT'S rights hereunder, provided TENANT is not in default under the terms hereof.

18. BANKRUPTCY OR INSOLVENCY. If any proceeding shall be instituted by or against TENANT under the bankruptcy laws or other debtor relief laws of the United States or any state, or if TENANT shall make an assignment for the benefit of creditors, or if TENANT'S interest herein shall be sold under execution or other legal process, or if a trustee in bankruptcy or a receiver is appointed for TENANT, then, in the event of any such occurrence, and at the option of LANDLORD, the same shall constitute a breach of this Lease by TENANT.

19. RULES AND REGULATIONS. TENANT covenants and agrees that it will comply with and abide by all restrictive covenants of record and rules and regulations, if any, which are applicable to the Premises, including, but not limited to, those specific rules and regulations, if any, concerning parking, delivery, trash removal, use of common areas, signs, advertising, and other such activities within the Premises, provided such rules and regulations have been provided to TENANT do not materially interfere with TENANT'S business, do not increase TENANT'S monetary obligation, or decrease TENANT'S rights under this Lease. As of the commencement date of this Lease, there are no applicable restrictive covenants or rules and regulations that would affect tenancy other than those contained in this Agreement. TENANT specifically covenants and agrees that it will not conduct "quitting business", "lost our lease", "bankruptcy", or other such types of sale on the Premises without LANDLORD'S prior written consent, not to be unreasonably withheld.

20. INDEMNIFICATION BY TENANT. TENANT hereby agrees to indemnify, defend and hold the LANDLORD harmless from any and all actions, claims, losses, expenses, attorneys' fees, liability, damages, or demands arising out of the use, occupancy or operation of said Premises caused by TENANT, its employees, agents, guests, invitees, or principals, excepting such damage or liability as may be caused by the negligent acts of LANDLORD, or LANDLORD'S agents or contractors, while carrying out any duty or obligation required by LANDLORD under the terms of this Lease.

21. INDEMNIFICATION BY LANDLORD. LANDLORD hereby agrees to indemnify, defend and hold the TENANT harmless from any and all actions, claims, losses, expenses, attorneys' fees, liability, damages, or demands arising out of the use, occupancy or operation of said Building and/or Premises caused by LANDLORD, its employees, agents, guests, invitees, or principals, excepting such damage or liability as may be caused by the negligent acts of TENANT, or TENANT'S agents or contractors, while carrying out any duty or obligation required by TENANT under the terms of this Lease.

22. DEFAULT. It shall be an event of default hereunder if TENANT shall fail to make any rental or other payment due hereunder within FIFTEEN (15) calendar days after TENANT receives written notice that LANDLORD has not received such rent provided that such notice shall be required only once in any 12 month period, or if the TENANT shall breach or fail to perform any agreements herein other than the agreement to pay rent and shall fail to cure such breach or perform such agreement within THIRTY (30) calendar days after written notice from LANDLORD, or if the TENANT shall vacate the Premises during the term hereof without paying Rent. In the event of default, LANDLORD shall have all rights and remedies available to it at law and in equity now or hereafter provided within the State of Florida, including termination of the Lease, repossession of the property for its own account, repossession and relet for the account of TENANT, and recovering immediately from the TENANT the balance of the rent due for the term

and any options exercised, plus legal interest on amounts past due, together with any other damages occasioned by or resulting from the desertion or vacation or breach or default other than a default in payment of rent.

All rights and remedies of LANDLORD under this Lease shall be cumulative, and none shall exclude any other right or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

If the Premises or portions of the Building necessary to the full use and enjoyment of the Premises are required to be maintained or repaired by the LANDLORD, once TENANT provides written notice (or oral notice in the event of an emergency such as damage or destruction to or of any portion of the Building structure and/or Building systems and/or anything that could cause material disruption to Lessee's business) to LANDLORD of such event or circumstance, LANDLORD shall act within a reasonable period of time, given the circumstances, but in any event not later than (14) fourteen days after receipt of such notice to commence such repairs and/or maintenance and shall diligently prosecute same to completion. In the event that LANDLORD shall fail to timely commence and/or diligently prosecute such repairs and/or maintenance, TENANT may proceed to take the required action upon delivery of an additional (3) three business day's notice to LANDLORD specifying that TENANT intends to take such required action (provided, however, neither of such notices shall be required in the event of an emergency which threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Lessee's normal and customary business activities). If such action was required by the LANDLORD under this Lease and if such notices were given to the extent required and TENANT proceeds to undertake such repairs and/or maintenance, TENANT may proceed by use of only qualified contractors which normally and regularly perform similar work in comparable buildings. Such contractors shall have access to the Building and its systems to the extent necessary to perform such work. TENANT shall be entitled to deduct from Rent the reasonable costs and expenses in taking such action after delivery of invoices for such work to LANDLORD, without limitation to any other remedies available under this Lease. If LANDLORD shall be in default in the performance of any of its other obligations under this Commercial Lease which default continues for a period of more than thirty (30) business days after receipt of written notice from TENANT specifying such default, or if such default is of a nature to require more than thirty (30) business days for remedy and continues beyond the time reasonably necessary to cure (and LANDLORD has not undertaken procedures to cure the default within such thirty (30) business day period and diligently pursued such efforts to complete such cure), TENANT may, in addition to any other remedy available at law or in equity, upon at least five (5) business days' prior written notice, terminate this Lease.

23. ASSIGNMENT AND SUBLEASE. TENANT agrees not to assign or sublease the Premises, any part thereof, or any right or privilege connected therewith, or to allow any other person, except TENANT'S agents and employees, to occupy the Premises or any part thereof without first obtaining LANDLORD'S written consent. LANDLORD expressly covenants that such consent shall not be unreasonably or arbitrarily refused or delayed. One consent by LANDLORD shall not be deemed consent to any subsequent assignment, sublease or occupation by any other person or persons, and any consent to sublease or assign does not release TENANT from the obligations under the terms of this Lease without the express written authorization of



LANDLORD to the contrary. TENANT'S unauthorized assignment, sublease, or license to occupy shall be void, and, at the option of LANDLORD, shall terminate this Lease. Upon the occurrence of any TENANT defaults, as herein defined, and if the Premises or any part thereof is then assigned or sublet, LANDLORD, in addition to any other remedies herein provided or provided by law, may at its option collect directly from such assignee or sublessee all rents becoming due to TENANT under such assignment or sublease and apply such rent against any sum due to it by TENANT hereunder: and no such collection shall be construed to constitute a novation or a release of TENANT from further performance of its obligations hereunder. Notwithstanding anything in this Section 22 to the contrary, TENANT shall have the right without LANDLORD'S consent at any time during the Term to assign, sublease or otherwise transfer its interests in and to this Lease to any affiliate of TENANT, client of TENANT or vendor of TENANT. For the purposes of this paragraph, "Affiliate" means any parent company, subsidiary, or company-wide unit of TENANT, any surviving corporation or business entity in a statutory merger, consolidation, or reorganization of TENANT, any corporation or other business entity which acquires all or substantially all of the stock or assets of TENANT or the stock or assets of the division or unit of TENANT operating in the Premises, or any corporation or other business entity controlled by or controlling TENANT. "Controlled by or controlling" shall mean that TENANT or another corporation or business entity, as the case may be, holds a controlling percentage or more of the voting stock of TENANT or another corporation or other business entity, as the case may be. In no event shall the sale of any stock or securities of TENANT, either in conjunction with a registered securities offering or on any public securities exchanges, constitute a change of ownership or transfer with respect to this Section. Any such assignment or sublease shall be subject to all of the terms and provisions of this Lease, and such assignee or sublessee shall assume in a written document reasonably satisfactory to LANDLORD and delivered to LANDLORD upon or prior to the effective date of such assignments or sublease, all the obligations of TENANT under this Lease.

LANDLORD shall have the right at all times hereunder to assign its rights under this Lease. LANDLORD shall, within TEN (10) calendar days of any such assignment, provide TENANT with a copy of such assignment and the full name and address of the assignee.

24. SURRENDER OF THE PREMISES. TENANT agrees to surrender to LANDLORD at the end of the term of this Lease, or upon any cancellation of this Lease, the Premises, in as good condition and state of cleanliness as it was at the beginning of the term of this Lease and broom-clean, ordinary wear and tear excepted. TENANT agrees that if TENANT does not surrender to LANDLORD the Premises at the end of the term of this Lease, or upon any cancellation of the term of this Lease, then TENANT shall be deemed a tenant at sufferance subject to rent at the rate of 150% of the Rent applicable at the time the Lease is terminated and acceptance of such increases of rental shall not be deemed to be consent to such continued occupancy nor shall it be deemed a waiver of any rights of the LANDLORD as set forth herein.

25. WAIVER OF RIGHTS. No failure of LANDLORD or TENANT to exercise from time to time any right or privilege granted LANDLORD or TENANT hereunder or to insist upon strict and faithful compliance by LANDLORD or TENANT with all of the obligations hereunder and no custom or practice of the parties at a variance with the terms hereof shall constitute a waiver of LANDLORD'S or TENANT'S right to demand strict compliance with the terms hereof. No waiver by LANDLORD or TENANT of any breach of any covenant of the other

party herein contained shall be construed as a waiver of any subsequent breach of the same or any other covenant herein contained. All rights, powers, remedies, and privileges available hereunder to the parties hereto are cumulative and are in addition to the rights granted by law.

26. NOTICES. Rent payments and notices to LANDLORD shall be mailed or delivered at the following address unless otherwise designated in writing by LANDLORD:

Ephraim Asher  
3052 Carlow Circle  
Tallahassee, FL 32309

Notices to TENANT shall be mailed, certified mail, return receipt requested, or delivered to the addresses set forth below. Rent shall not be deemed received by LANDLORD upon mailing but only upon actual receipt.

Able Trust  
1709 Hermitage Blvd  
Suite #100  
Tallahassee, FL 32308

27. ATTORNEYS' FEES. If any formal legal action is required to collect rent owing under this Lease, by or through an Attorney at Law, TENANT agrees to pay LANDLORD'S reasonable attorney's fees and court costs. If the LANDLORD or the TENANT defaults in the performance of any of the covenants of this Lease and, by reason thereof, the LANDLORD or the TENANT employs the services of an attorney to enforce performance of said covenants, the non-prevailing party shall pay the reasonable attorney's fees and expenses and costs incurred by the prevailing party in the enforcement of any remedy available to it.

28. SECURITY DEPOSIT. As security for the faithful performance of this Lease by TENANT, TENANT has deposited with LANDLORD the sum of FOUR THOUSAND TWO HUNDRED DOLLARS (\$4,200). Such amounts shall be returned to the TENANT, without interest, within THIRTY (30) calendar days after the date set forth for the expiration of the term hereof provided TENANT has fully and faithfully carried out all of the terms, covenants and conditions of the Lease. LANDLORD shall have the right to apply any part of said deposit to cure any default of TENANT, including, but not limited to, repair and/or cleaning of the demised Premises. LANDLORD acknowledges receipt of security deposit. TENANT acknowledges that TENANT shall not be entitled to apply the security deposit to any rent, including, specifically, the last month's rent, or monies due to LANDLORD, and application of the deposit to any sums due from TENANT to LANDLORD shall be at the option of LANDLORD.

29. QUIET ENJOYMENT. So long as the TENANT pays the rent and otherwise faithfully performs and observes all of the covenants and provisions hereof, then TENANT shall have peaceful and quiet enjoyment and possession of the Premises together with the use of the common area facilities, without any interference or hindrance from the LANDLORD or any persons or entities lawfully claiming through LANDLORD.

30. **SIGNS.** All signs are subject to LANDLORD'S prior approval and architectural control as to construction, maintenance, location, content, and aesthetics, which shall not be unreasonably withheld or delayed, and are at TENANT'S expense. At the expiration or termination of this Lease, at LANDLORD'S option, TENANT shall promptly remove all signs, at TENANT'S expense, and repair the damage to any surface caused by such removal.

31. **KEYS.** All keys issued to TENANT hereunder shall be returned, or the replacement cost thereof paid by TENANT, upon termination of the Lease or TENANT'S vacating of the Premises.

32. **BROKERAGE.** LANDLORD and TENANT acknowledge that Tim Marston, Coldwell Banker Commercial Hartung and Stewart Proctor, Ciminelli Real Estate Services (Brokers), have disclosed that they are acting as a Transaction Brokers pursuant to Florida Statutes. Brokers shall be compensated by LANDLORD based on a listing agreement between LANDLORD and Coldwell Banker Commercial Hartung. TENANT represents and warrants that there are no other claims or rights to claims for brokerage commissions or finders' fees or similar compensation in connection with this Lease, which arises out of any act or agreement of TENANT, and TENANT agrees to indemnify LANDLORD against and hold it harmless from all liabilities arising from any such claim, including reasonable attorneys' fees.

33. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit. TENANT acknowledges receipt of this notice prior to the execution of this Lease.

The LANDLORD has not undertaken any independent study of the radon levels in the Building. The above notice should not be construed or interpreted as a notice that the Building is exposed to quantities of radon, which pose a health risk. The notice is included in this Lease simply because radon disclosures are now required in all leases pursuant to Florida law.

34. **SMOKING.** No tobacco products of any nature, including, but not limited to, cigarettes, cigars, pipe tobacco, chewing tobacco and snuff, shall be used, lit, or smoked by the TENANT, its employees, agents, invitees, or customers either inside the Premises nor around the exterior of the Building other than in areas specifically designated by the LANDLORD for tobacco users. TENANT shall be responsible for the clean up of any smoking debris or apparatus discarded by its employees, agents, invitees, or customers in the common areas. LANDLORD agrees that no violation of this Section 34 shall be a default until the third and each subsequent instance that LANDLORD provides notice to TENANT of a violation of this Section and TENANT fails to cure same within ten (10) days of each notice.

35. **AUTHORITY OF PARTIES.** Each individual executing the Lease on behalf of TENANT and LANDLORD, respectively, represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the entity he represents in this Lease, in accordance with applicable bylaws or governing articles of said entities.

36. PERSONS BOUND. The terms of this Lease shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors, and assigns.

37. LAW GOVERNING. This Lease shall be governed by the laws of the State of Florida, both as to interpretation and performance.

38. TERMS INCLUSIVE. As used herein, the terms "LANDLORD" and "TENANT" shall include the plural, and the masculine shall include feminine and neuter whenever the context so requires or admits.

39. TITLE. The title or captions appearing at the beginning of each numbered paragraph in this Lease are for the purposes of easy reference and shall not be considered a part of this Lease or in any way modify, amend, or affect the provisions hereof.

40. EFFECT OF TERMINATION OF LEASE. Except as otherwise provided, no termination of this Lease prior to the stated termination of it shall affect LANDLORD'S right to collect rent for the period prior to the termination thereof.

41. LANDLORD NOT A PARTNER. It is expressly understood that LANDLORD shall not be construed or held to be a partner or associate of TENANT in the conduct of the business; it being expressly understood that the relationship between the parties hereto is and shall remain at all times that of LANDLORD and TENANT.

42. PARTIAL INVALIDITY. If any provision of this Lease or application thereof to any person or circumstance shall to any extent be invalid or unenforceable, such provision shall either be modified to conform to law or be considered severable, with the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

43. SUBMISSION OF LEASE. The submission of this Lease for examination does not constitute an option for the Premises, and this Lease shall not become effective until fully executed by both parties. This Lease is subject to withdrawal or prior lease or sale, without notice, by LANDLORD. By signing this Lease, the parties acknowledge receipt of a copy of this Agreement. If communication of execution is transmitted by facsimile (FAX), said fax shall be sufficient to evidence acceptance.

44. RECORDING. Neither party shall record this Lease or a memorandum thereof without the written consent of the other party.

45. TIME. It is understood and agreed between the parties hereto that time is of the essence in the performance of all the terms and provisions of this Lease.

46. FLOOR LOAD. TENANT shall not overload the floor system of the Premises and shall not install any heavy business machines or any heavy equipment of any kind in the Premises without the prior written approval of the LANDLORD, other than the standard office equipment located in offices with similar uses by similar tenants which, if granted, may be conditioned upon moving by skilled licensed handlers and installation and maintenance at the

TENANT'S expense of special reinforcing and settings adequate to absorb and prevent noise and vibration.

47. FORCE MAJEURE. None of the parties hereto shall be liable to the other for any failure, delay, or interruption in performing its obligations hereunder due to causes or conditions beyond its control, including, without limitation, strikes, boycotts, picketing, slowdowns, work stoppages, or labor troubles of any other type, acts of God (including, but not limited to, flood, wind, earthquake, hurricane, or other natural catastrophes), wars, riots, or national or local emergencies, unless otherwise covered by the hazard or liability insurance as specified in Paragraph 9.

48. SPECIAL PROVISIONS. The parties hereby covenant and agree that the special provisions, if any, set forth in Exhibit "A", attached hereto, are hereby incorporated herein and made a part hereof.

49. ENTIRE AGREEMENT. This Lease sets forth all the promises, agreements, conditions, and understandings between LANDLORD and TENANT concerning the Premises, and there are no other promises, agreements, conditions, or understandings, either oral or written, between them other than as set forth in this Lease. No alteration, amendment, change, or addition to this Lease shall be binding on LANDLORD or TENANT, unless reduced to writing and signed by them and by direct reference made a part hereof.

FULL SERVICE LEASE. The parties acknowledge that this Lease is a "Full Service" Lease and other than Rent, Sales Tax and fees as specifically set forth herein, TENANT shall be responsible for no operating expenses, common area expenses or other charges whatsoever.

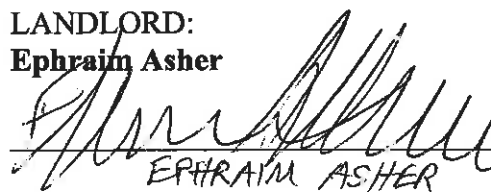
IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Lease Agreement the day and year first above written.

Signed, sealed and delivered  
in our presence as witnesses:

  
(1<sup>st</sup> Witness Signature)

\_\_\_\_\_  
(2<sup>nd</sup> Witness Signature)


LANDLORD:  
Ephraim Asher

 (Signature)  
EPHRAIM ASHER

BY: Ephraim Asher (Print Name)

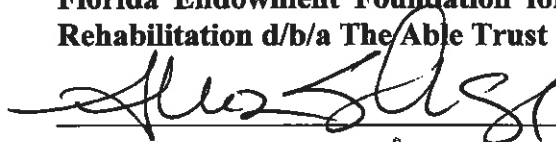
DATE: 11/11/21

Signed, sealed and delivered  
in our presence as witnesses:

  
(1<sup>st</sup> Witness Signature)

  
(2<sup>nd</sup> Witness Signature)

TENANT:  
Florida Endowment Foundation for Vocational  
Rehabilitation d/b/a The Able Trust

 (Signature)

BY: Allisen Chase (Print Name)

ITS: President + CEO  
(CORPORATE OFFICER)

DATE: 11/10/2021

**EXHIBIT "A"**

**1. RENT SCHEDULE:**

<u>Rental Period</u>	<u>SF</u>	<u>Rate</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>	<u>*Sales Tax</u>	<u>Total Monthly</u>
1/1/22 - 12/31/22	2,581	\$19.53	\$50,400.00	\$4,200	\$0.00	\$4,200.00
1/1/23 - 12/31/23	2,581	\$20.11	\$51,912.00	\$4,326	\$0.00	\$4,326.00
1/1/24 - 12/31/24	2,581	\$20.72	<u>\$53,469.36</u>	\$4,455.78	\$0.00	\$4,455.78
<b>Total Rent</b>			<b>\$155,781.36</b>			

\*Tenant is exempt from sales tax (Exhibit C, Florida Tax Exempt Form)

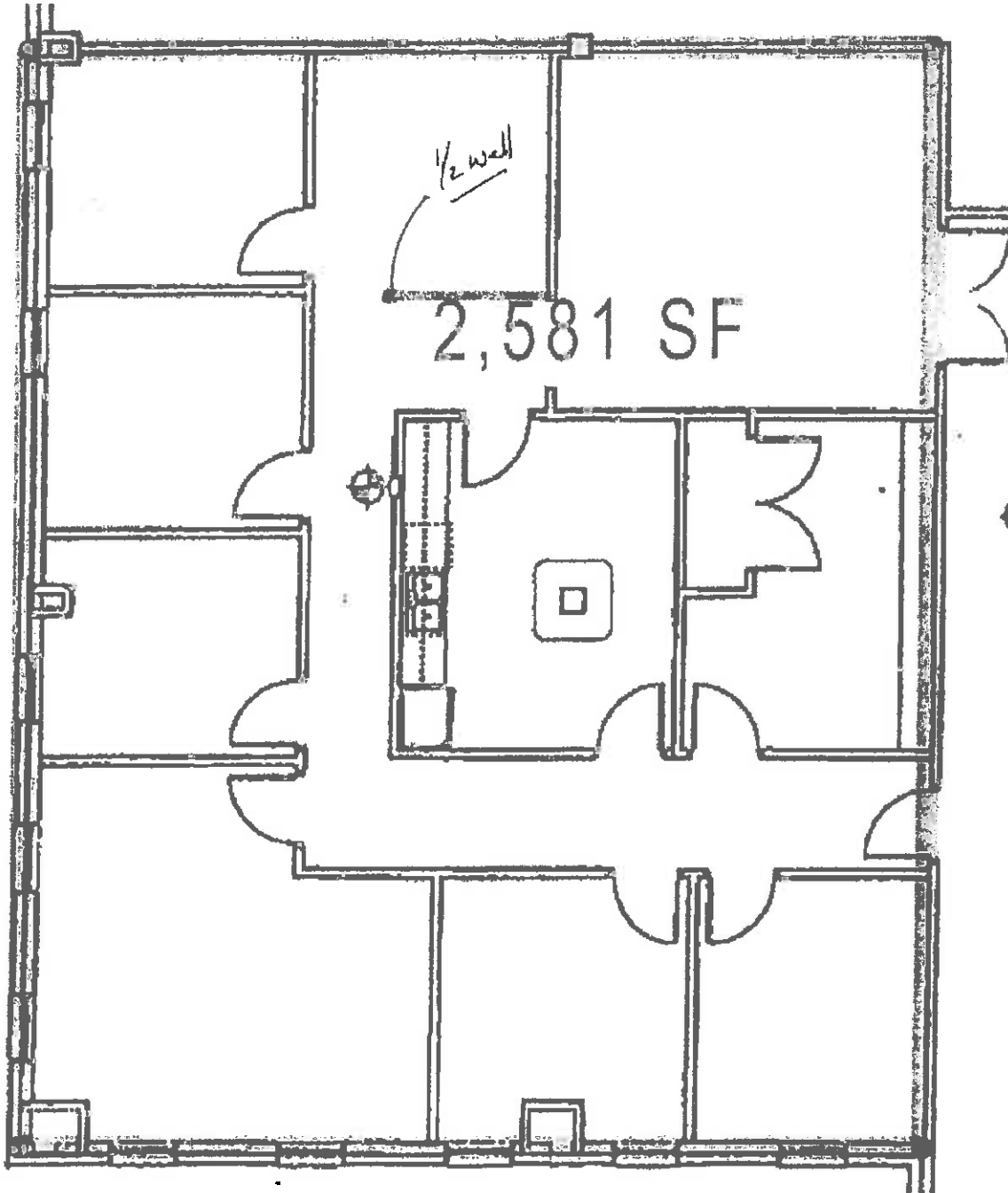
**2. Landlord at Landlords expense shall complete the following tenant improvements as noted on Exhibit B.**

1. Add one ½ wall shown on Exhibit B.
2. Paint the Suite. Color to be selected by Tenant.
3. Replace the carpet with new carpet. Color to be selected by Tenant.
4. Tenant shall have two (2) three (3) year options to extend the Term, with three (3) months prior written notice.
5. Tenant responsible for maintenance of all appliances in Breakroom.





EXHIBIT B





EXEMPT

05/20/21



### Consumer's Certificate of Exemption

DR-14  
R. 01/18

Issued Pursuant to Chapter 212, Florida Statutes

85-8012588466C-9	04/30/2021	04/30/2026	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

THE FLORIDA ENDOWMENT FOUNDATION FOR  
 VOCATIONAL REHABILITATION INC  
 THE ABLE TRUST  
 3320 THOMASVILLE RD STE 200  
 TALLAHASSEE FL 32308-7971

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



### Important Information for Exempt Organizations

DR-14  
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

