

LEASE AGREEMENT

This Lease Agreement is entered into this 16 day of October, 2024, between:

Centre Pointe Financial Group, L.L.C., a Florida limited liability company ("Landlord"), whose current mailing address is Post Office Box 12458, Tallahassee, Florida 32317; and

The Florida Endowment Foundation for Vocational Rehabilitation, Inc. d/b/a The Able Trust, a Florida not-for-profit corporation ("Tenant"), whose current mailing address is 2039 Centre Pointe Blvd., Suite 101, Tallahassee, Florida 32308.

Landlord hereby leases to Tenant the following real property ("Leased Premises") according to the following terms and conditions:

1. **Leased Premises.** The Leased Premises refers to approximately three thousand eight hundred twenty-five (3,825) rentable square feet on the first floor of the two-story office building (the "Building")(designated Suite 101) (see attached Exhibit "A"), located at 2039 Centre Pointe Boulevard, Tallahassee, Florida 32308, which building is situated on the following described land:

Lots 25, 26 and 27 of Centre Pointe, according to the map or plat thereof recorded in Plat Book 11, Page 42 of the Public Records of Leon County, Florida.

The Leased Premises includes the use of all common areas of the Building (the "Common Areas"), and the use of the kitchen/break room with the adjacent tenant.

2. **Initial term of Lease.** The initial term of this Lease shall be for thirty-six (36) months beginning at 12:01 a.m. December 1, 2024 ("Rent Commencement Date") and ending at midnight on November 30, 2027 ("Expiration Date"), unless Tenant exercises its option to extend the initial lease term pursuant to paragraph 7 of this Lease.

3. **Rent and rent increases.** Tenant shall pay Landlord:

A. Base rent ("Base Rent") of \$19.00 per rentable square foot, during the first twelve (12) months of this Lease, plus all applicable sales taxes imposed on rent.

B. Base rent of \$19.57 per rentable square foot, during the next twelve (12) months of this Lease, plus all applicable sales taxes imposed on rent; and

C. Base rent of \$20.16 per rentable square foot, during the next twelve (12) months of this Lease, plus all applicable sales taxes imposed on rent.

The monthly total of the Base Rent plus all applicable sales taxes imposed on rent shall be referred to in this Lease as the monthly installment payment of rent. On the date this Lease is signed, sales tax is at the

rate of 3.5%. A projected schedule of Base Rent plus current sales tax is attached to and made a part of this Lease as Exhibit "B."

4. **Late fees and form of payment.** The monthly installment payment of rent for December 1, 2024 is due and payable upon execution of this Lease. Base Rent is payable in advance in monthly installments beginning January 1, 2025 and continuing on the first day of each month after that during the term of this Lease. Each monthly installment payment of rent is due and payable and must be received by Landlord by the first day of each month. Landlord shall not be required to give Tenant any notice that rent is due. If the full amount of the monthly installment payment of rent is not received by Landlord by the fifth (5th) day of the month, Tenant shall pay Landlord, in addition to the monthly installment payment of rent, a late fee of five percent (5.00%) of the monthly installment payment amount. All payments by Tenant to Landlord in the form of a check shall be payable to Centre Pointe Financial Group, L.L.C. If any payment by check is dishonored more than one time in any twelve (12) month period, in addition to all remedies allowed by law and this Lease, Landlord may require all future payments to be in the form of a cashier's check or other guaranteed funds. Landlord will accept monthly rent payments via Electronic Funds Transfer. Notwithstanding the foregoing, for the first time in any calendar year that Tenant has failed to timely pay any installment of rent, the foregoing late fee shall not apply unless Tenant has failed to make such payment within three (3) days of receipt of Landlord's notice of such delinquency.

5. **Improvements.** Landlord shall perform, at its expense, the work listed on the Landlord's Work Letter attached hereto as Exhibit "C" prior to the Rent Commencement Date.

6. **Access prior to Rent Commencement Date.** Tenant shall be granted access to the Leased Premises prior to the Rent Commencement Date to install data lines, furniture and fixtures. Tenant shall not have to pay Base Rent to Landlord for this access prior to the Rent Commencement Date. Tenant shall furnish Landlord with proof of liability insurance as described in paragraph 14 of this Lease prior to such occupancy.

7. **Option to extend lease term and right of first refusal.** Tenant may extend the lease term for two additional periods of three (3) years on the same terms and conditions contained in this Lease, except that:

A. Base rent during the extended term will be increased three (3%) annually.

B. The option to extend the initial lease term granted by this section must be exercised by Tenant, if at all, not less than three (3) months prior to expiration of the initial lease term, by written notice to Landlord. Tenant may not extend the term if Tenant is in material default of this Lease beyond any applicable notice and cure periods.

C. Tenant shall have the right of first refusal if the space contiguous to the Leased Premises becomes available at any time during this Lease, including any extensions.

8. **Utilities, Janitorial, etc.** Tenant will be responsible for its pro rata share of all utilities, including water, sewer and trash collection on the Leased Premises and the Common Areas, and all of its janitorial services. Tenant understands that the Leased Premises and the contiguous premises are on the same utility meter in the Landlord's name. The utilities for the Leased Premises and the contiguous tenant (the combined area is referred to herein as Parcel "A"), will be prorated by rentable square footage, and Landlord will bill Tenant each month for those items. The Tenant will use 64.3% (3,825/5,952) of the rentable square footage of Parcel "A", and will be billed for 17.43% (27.1% x 64.3%) of the common area utilities. The 27.1% is computed by comparing the rentable square footage in "Parcel A" to the rentable square footage in the entire building (5,952/21,963). Tenant shall reimburse Landlord within thirty (30) days of its receipt of the invoice. Tenant can schedule how often it wants janitorial services in the Leased Premises, but it must use the janitorial company provided by Landlord. Landlord will not permit any uses in the Building that result in an abnormally high usage of utilities.

9. **Responsibilities of Tenant.** Tenant, at its expense, shall be solely responsible for providing: (A) its own telephone equipment, instruments, lines and hookups; and (B) computer wiring and hookups.

10. **Responsibilities of Landlord.** Landlord shall provide: (A) pest control, as needed; (B) daily janitorial services to the Common Areas in accordance with comparable Class A properties in the Tallahassee market, by Landlord's approved janitorial company; (C) replacement of heating/air conditioning filters; and (D) maintenance of the mechanical structure and exterior parts of the building, including the roof, HVAC, lot, grounds, parking lot and landscaping; and (E) all necessary maintenance, repairs, and replacements to the Building, including, without limitation, the roof, foundation, exterior walls, exterior doors, exterior windows, common corridors, elevators, utility, fire/alarm system, electrical system, plumbing system, sprinkler service and electrical and plumbing lines and air conditioning and heating systems located outside the Leased Premises but which serve the Leased Premises on a non-exclusive basis, and other Common Areas, and Landlord shall keep the Building in a clean and neat condition and in good condition and repair. All repairs, maintenance, replacements, and other work required of Landlord shall be done in a good and workmanlike manner in compliance with all applicable laws and the terms and conditions of this Lease.

11. **Condition of Leased Premises.** Prior to taking occupancy of the Leased Premises, Tenant: (A) has inspected the Leased Premises; (B) acknowledges that there are no observable dangerous conditions or defects in the Leased Premises; and (C) accepts the Leased Premises in its existing condition, latent defects undetectable from an ordinary inspection excepted. Except as expressly stated herein, Landlord makes no warranties, either express or implied, concerning the condition of the Leased Premises or the suitability of the Leased Premises for Tenant's intended use. Landlord represents and warrants to Tenant that the heating, ventilation and air conditioning system (HVAC System) serving the Leased Premises is in good working order and condition as of the Rent Commencement Date.

12. **Radon gas disclosure.** As required by Section 404.056(5) of the Florida Statutes (2023), Landlord makes the following disclosure to Tenant: 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 your county health department."

13. **Maintenance, repairs, replacements, limitations and exclusions.** Tenant, at its expense, shall maintain the Leased Premises at all times in a clean, sanitary, and safe condition. Notwithstanding the previous sentence, Landlord shall make necessary repairs and replacements to the Leased Premises within a reasonable time after notification by Tenant. Tenant shall promptly notify Landlord of any problems or malfunctions requiring repairs that are Landlord's responsibility. If any repairs or replacements are required because of the negligence, misuse, abuse or intentional acts or omissions of Tenant, its employees, agents, customers, guests or invitees, Tenant shall be solely responsible for the cost of such repairs and replacements.

14. **Insurance.** Tenant, at its expense, shall obtain and maintain in full force and effect during the term of this Lease one or more certificates of insurance with one or more insurers, that provides insurance coverage as follows:

A. Public liability insurance with minimum limits of one million dollars (\$1,000,000) for injuries to one person arising out of a single incident; three million dollars (\$3,000,000) for injuries to more than one person arising out of a single incident; and five hundred thousand dollars (\$500,000) for property damage.

B. Commercial general liability insurance, including products and completed operations, with minimum limits of one million dollars (\$1,000,000) for injury to one person arising out of a single incident; three million dollars (\$3,000,000) for injuries to more than one person arising out of a single incident; and five hundred thousand dollars (\$500,000) for property damage. Such policy(ies) must contain contractual liability coverage.

C. Casualty insurance on the improvements for loss or damage by fire, and such other causes within the class of causes commonly referred to as "extended coverages." Casualty insurance must be maintained in an amount sufficient to cover replacement value.

The following provision applies to all insurance required under this section: A certificate of insurance must be delivered to Landlord not less than ten (10) days prior to the start of the lease term. No policy of insurance will be subject to cancellation or reduction in amount unless at least thirty (30) days' prior written notice is given to Landlord. If Tenant fails to keep in full force and effect during the term of this Lease any policy of insurance required by this Lease beyond any applicable notice and cure periods, Landlord shall have the right to obtain necessary insurance and pay the premium for it, which Tenant shall repay to Landlord in full immediately on demand. All insurance policies to be maintained hereunder shall: a) be issued by an insurance company which has a general policyholder's rating of not less than A- and a financial rating of not less than XIII in the most currently available Best Insurance Reports; and b) provide that such insurance shall not be canceled nor shall there be any material change in the scope or amount of coverage of such policy unless thirty (30) days' prior written notice is given to Tenant. Tenant agrees to provide thirty days prior written notice to Landlord of a cancellation or material change in the scope or amount of coverage of such policy. Certificates of all insurance to be obtained shall be delivered on or before access to the Leased Premises is allowed and upon each renewal of such insurance.

Landlord and Tenant hereby waive their respective rights of recovery against each other for any loss of, or damage to, either party or its property to the extent that such loss or damage is (or should have been) insured by an insurance policy required by the terms of this Lease to be in effect at the time of such loss or damage. Each party shall obtain any special endorsements, if required by its insurer or applicable state law, whereby the insurer waives its rights of subrogation against the other party.

Notwithstanding anything to the contrary contained in this Article, a party's obligations to carry insurance provided herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by the party provided the coverage afforded is not to be reduced or diminished by reason of such blanket policy of insurance (with an endorsement to that effect provided by such other party) and provided further that the requirements set forth herein are otherwise satisfied.

15. **Liability, indemnification and risk of loss.**

A. Notwithstanding anything contained herein to the contrary, Landlord shall not be responsible for any bodily injury or death to any person, or any damage to or loss of any property, sustained on or about the Leased Premises unless such has occurred as a result of Landlord's gross negligence or intentional or criminal conduct of Landlord or its agents, contractors, employees, or invitees.

B. Notwithstanding anything contained herein to the contrary, Tenant shall not be responsible for any bodily injury or death to any person, or any damage to or loss of any property, sustained on or about the Building (other than the Leased Premises) or on or about the Common Areas unless such has occurred as a result of (1) Tenant's negligence or (2) the intentional or criminal conduct of Tenant or its agents, contractors, employees, or invitees.

C. Tenant shall indemnify Landlord, hold Landlord harmless and defend Landlord, its agents, servants and employees from and against all claims, actions, losses, costs and expenses (including reasonable attorney's fees and litigation costs actually incurred), judgments, settlement payments, and, whether or not reduced to final judgment, all liabilities, damages or fines paid, incurred or suffered by Landlord and/or any third parties in connection with loss of life, bodily injury, personal injury, damage and/or loss to property, penalties, arising from, directly or indirectly, wholly or in part, or in any way connected with: (1) the occupancy or use of the Leased Premises by Tenant or its employees, agents, customers, guests and invitees; (2) any acts or omissions of Tenant or any contractor, agent, employee, invitee or licensee of Tenant in or about the Leased Premises, the building or common areas; (3) the repair and maintenance of the interior or exterior of the Leased Premises by Tenant or its employees, agents, customers, guests and invitees; and/or (4) any failure or default of Tenant to keep or perform any provision and/or covenant of this Lease, provided, however, the foregoing obligation to indemnify shall not apply to claims or losses arising out of the gross negligence or willful misconduct of Landlord, its employees, or agents or contractors.

D. Landlord shall indemnify, hold harmless and defend Tenant, its agents, servants and employees from and against all claims, actions, losses, costs and expenses (including reasonable attorney's fees and litigation costs actually incurred), judgments, settlement payments, and,

whether or not reduced to final judgment, all liabilities, damages or fines paid, incurred or suffered by Tenant any third parties in connection with loss of life, bodily injury, personal injury, damage and/or loss to property, penalties, arising from, directly or indirectly, wholly or in part, or in any way connected with: (1) any default by Landlord under the terms of the Lease; (2) the ownership, use or occupancy of the building (other than the Leased Premises) or common areas by Landlord or any person claiming through or under Landlord; and/or (3) any acts or omissions of Landlord or any contractor, agent, employee, invitee or licensee of Landlord in or about the Leased Premises, the Building, or Common Areas; and/or (4) the repair and maintenance of the interior or exterior of the Leased Premises, the Building, or Common Areas by Landlord or its employees, agents or contractors.

16. **Use of Leased Premises, restrictions and prohibitions.**

A. Tenant shall occupy and use the Leased Premises for its current business and/or for any other general office use or purpose.

B. Landlord represents and warrants that the Leased Premises may be used by Tenant for general office use, for sales, administration, operational general business services and that such uses are permitted by the Certificate of Occupancy that is issued for the Building and the Leased Premises and by all applicable laws, ordinances and regulations, and that Tenant's intended use will not violate any restrictions imposed upon the Building or Leased Premises by deed or otherwise. Tenant shall not use, or permit the use of, the Leased Premises for any other purpose without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed.

C. Tenant must the conduct of its business and use of the Premises with all applicable statutes, ordinances, rules, orders, regulations and requirements of federal, state, county and city governments and their respective agencies. This includes mandatory compliance with minimum building, health, and safety standards regarding the Leased Premises. Tenant will save, indemnify and hold Landlord harmless from all fines, penalties, costs, expenses or damages resulting from Tenant's failure to observe and perform the undertakings contained in this section. Tenant shall occupy and use the Leased Premises in accordance with and subject to all provisions of the Declaration of Covenants, Conditions, Restrictions And Easements Of Center Pointe dated August 2, 1990, and recorded August 3, 1990 in Official Records Book 1448, Page 258 of the Public Records of Leon County, Florida, and all subsequent amendments (including those recorded in: Official Records Book 1564, Page 17 of the Public Records of Leon County, Florida; Official Records Book 1742, Page 1833 of the Public Records of Leon County, Florida; and Official Records Book 1762, Page 1426 of the Public Records of Leon County, Florida; a copy of which have been provided to Tenant prior to signing this Lease). Except as otherwise provided in this Lease, Landlord makes no representation or warranty whether the Leased Premises are suitable for Tenant's use or whether Tenant's use complies with all current and future applicable ordinances, regulations, statutes, other laws, and the covenants and restrictions.

D. Tenant's current business use is permissible without municipal approvals above and beyond standard building permit, specifically no zoning conditions.

E. Tenant shall not: (1) keep on the Leased Premises any dangerous or flammable items that might increase the danger of fire or damage; (2) create or allow any environmental hazards or contamination on the Leased Premises; (3) produce, generate, handle, use, store, treat or dispose of any hazardous wastes, materials or substances on the Leased Premises; (4) engage in any dangerous, hazardous or ultra-hazardous activities on the Leased Premises; (5) destroy, deface, damage or remove any part of the Leased Premises; (6) commit, or allow to be committed, any waste on the Leased Premises; (7) occupy or use the Leased Premises in any manner that would constitute a hazard or nuisance of any kind to Landlord, to other Tenants in the building, or would increase the risks covered by any insurance concerning the Leased Premises or cause cancellation or refusal to renew any insurance policy concerning the Leased Premises; (8) operate any equipment or machinery that causes loud noise or vibrations; (9) keep on the Leased Premises, or permit to be kept, used or sold on the Leased Premises, anything prohibited by any policy of liability and property insurance concerning the Leased Premises; or (10) conduct any type of sale on the Leased Premises that is not in the ordinary course of Tenant's business including "quitting business," "lost our lease," "bankruptcy," or similar sales without Landlord's prior written consent, which may not be unreasonably withheld.

F. Tenant shall not cause the Leased Premises to be in violation of, or do anything which will subject the Leased Premises to any remedial obligations under, any Federal, State, or local environmental or hazardous waste laws, including, but not limited to, CERCLA and RCRA, and Tenant shall promptly notify Landlord in writing of any investigation or inquiry by any governmental authority in connection with any such environmental laws. Tenant shall not conduct or permit the use, storage, holding, release, discharge, treatment, disposal or handling of any hazardous substance from, under, in, into or on the Lease Premises, except as permitted by law. As used herein, the term "hazardous substance" shall not include chemicals or materials usually and customarily used in an office environment. In the event of a breach by Tenant of the foregoing covenants Tenant shall be responsible for, and promptly undertake, any necessary and legally mandated remediation actions. Tenant shall defend, indemnify and hold harmless Landlord from and against any losses suffered or incurred by Landlord relating to or arising out of (i) any breach by Tenant of the foregoing covenants, (ii) any violation by Tenant of any applicable environmental laws or regulation relating to the Leased Premises, (iii) any claim, demand, cause or action, or investigation, or any action or proceeding brought or asserted against Landlord which relates to, arises from, is based on or results from Tenant's breach of the foregoing covenants. The foregoing indemnity shall not apply to any claim, demand, cause of action or investigation or any action of proceeding, or any liability for remediation if the same is the result of any action or failure to act by Landlord, its agents, employees or contractors.

17. **Parking.** Tenant shall receive, at no additional cost, a pro rata share of parking spaces based on the ratio of the gross square footage of the Leased Premises to the gross square footage of the entire building (e.g., approximately 3825/23,052) which spaces may be designated by Landlord in the lot of the Building. Notwithstanding such designation by Landlord, Landlord does not guarantee or ensure: (A) any specific parking space; (B) that a space designated for use by Tenant will be available to Tenant at all times; or (C) that a third party will not use a space that Tenant customarily uses. Tenant, its employees, agents, customers, guests and invitees shall not park in any unauthorized spaces or areas. Double parking is prohibited. Tenant shall not use a parking space in such a manner that will interfere with the use by Landlord and other Tenants in the building and authorized third parties. Access to or use of a parking space shall not be construed as a grant of easement or other legal or equitable interest in the

property of Landlord, but shall be deemed a non-transferable license for use during the term of this Lease. Tenant stipulates that this parking arrangement is adequate. Landlord will maintain during the term of this Lease a minimum parking ratio of four (4) spaces per one thousand (1,000) gross square feet of the building.

18. **Prohibition against pets.** Tenant shall not keep or allow any pets or animals inside the Leased Premises except for seeing-eye dogs needed by legally blind persons or service or comfort dogs.

19. **Prohibition against smoking.** Tenant and its employees, agents, customers, guests and invitees are prohibited from smoking inside the Leased Premises or in the vicinity of the front door of the building.

20. **Prohibition against alterations or improvements; locks.** Tenant shall not make any alterations or improvements to the Leased Premises without the prior written consent of Landlord which will not be unreasonably withheld, conditioned or delayed. Any alterations or improvements to the Leased Premises by Tenant shall be at its sole expense and shall become the exclusive property of Landlord at the expiration or termination of this Lease unless Landlord and Tenant have agreed otherwise at the time of installation with respect to certain items. Tenant, at its expense, must remove such items as Landlord directs, at the time of approval, and restore the Leased Premises to the condition it was in at the beginning of this Lease, normal wear and tear excepted. Tenant shall not change any locks to any doors in the Leased Premises without the prior written consent of Landlords which, if given, will require Tenant, at its expense, to provide Landlord with a set of duplicate keys. Tenant has the right to install its own security system and surveillance cameras for its interior leased premises.

21. **Prohibition Against Liens or Encumbrances.** Tenant shall not authorize or permit any liens, including construction liens for labor or materials, or other encumbrances to be placed against the Leased Premises. Landlord's interest in the Leased Premises will not be subject to a lien for improvements to the Leased Premises made on the order of Tenant. All persons performing labor or service and furnishing materials to the Leased Premises on the order of Tenant must look solely to Tenant and Tenant's interest in the Leased Premises for payment. If any lien or claim of lien is asserted against Landlord's interest in the Leased Premises, Tenant must obtain a release of Landlord's interest from the lien or claim of lien within thirty (30) days from the date on which the lien or claim of lien was filed.

22. **Signage.** Tenant shall not attach, place or allow the placement of any signs of any kind (including, but not limited to political signs) in the common areas of the building, or in the windows of the Leased Premises, or on the exterior windows of the Leased premises, or on the exterior of the building, or in the parking areas, or in or on the lawn or other common areas except as may be approved by Landlord. Tenant shall be solely responsible for all expenses for construction, maintenance and repair of all interior and exterior signs allowed by Landlord including the exterior monument sign, and the exterior directories, as well as standard suite entrance and lobby directory signage, all of which will be paid for by Tenant.

23. **Sublease and Assignment.** Except as provided herein, Tenant shall not sublet or assign all or any portion of the Leased Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall not permit the use of all or any portion of the Leased Premises by any licensee or concessionaire or encumber this Lease without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Tenant shall not be required to obtain Landlord's consent for any change in the ownership or control of Tenant by transfer of capital stock or otherwise or if Tenant assigns or subleases this Lease to any related entity provided that such transferee or related entity has a net worth similar to the net worth of Tenant; provided, however, any such transfer will be deemed an assignment for purposes of this section. Tenant shall remain liable for the performance of this Lease regardless of any assignment, sublease, or license with or without the consent of Landlord.

24. **Damage to or destruction of Leased Premises.** If the Leased Premises are damaged or destroyed by fire or other casualty such that it is rendered untenable, either Landlord or Tenant may elect to terminate this Lease by written notice of the election to the other party within thirty (30) days after the date of the casualty. If either party elects to terminate this Lease, Tenant's obligation to pay rent will terminate on the date of the casualty (unless the casualty was the result of the gross negligence or willful act of Tenant in which event there will be no abatement of rent), and Tenant must vacate the Leased Premises within thirty (30) days after the date of receipt or delivery of written notice of the election to terminate this Lease. If Landlord elects to restore the Leased Premises and Tenant does not elect to terminate this Lease, Landlord must proceed with restoration promptly and pursue the work diligently to completion, not to exceed six (6) months from the date of the casualty, in which case Tenant shall have the right to cancel this lease. Tenant's obligation to pay rent will abate for the portion of the Leased Premises that is unusable by reason of casualty for the period from the date of casualty until the Leased Premises are fully restored. If, however, the casualty was the result of the gross negligence or willful act of Tenant, there will be no abatement of rent.

25. **Condemnation and eminent domain.** If the Leased Premises are taken or condemned by any competent authority for any public or quasi-public use or purpose, this Lease shall terminate on the date on which title vests in that authority and rent shall be apportioned and paid to that date. If only a portion of the Leased Premises is taken or condemned and the remainder of the Leased Premises is not suitable for the purpose of conducting Tenant's business, Tenant shall have the right to terminate this Lease when title vests in that authority and rent shall be apportioned and paid up to that date. If the Leased Premises, or a portion of the Leased Premises, are taken or condemned by a competent authority, all compensation and the entire resulting award of all damages, including but not limited to, all severance damages, business damages, cost to cure damages, loss of use damages, special damages, and other property and consequential damages shall belong exclusively to Landlord; provided, however, Tenant shall be allowed to prosecute its own claim or action for the taking of personal property and fixtures belonging to Tenant, the interruption of or damage to Tenant's business, for Tenant's unamortized cost of leasehold improvements, and for Tenant's relocation expenses.

26. **Entry onto Leased Premises by Landlord and others.** Landlord and its agents, other Tenants in the building, and employees, agents, customers, guests and invitees of other Tenants in the Building, shall have the right to enter and use all Common Areas (including, but not limited to, elevators, stairwells and washrooms). Landlord and its agents shall also have the right to enter the Leased

Premises, at reasonable times after reasonable notice to Tenant (which is not required to be in writing), for all reasonable purposes including, but not limited to, making health and safety inspections, making repairs and improvements, showing the Leased Premises to prospective purchasers, and to prospective new Tenants (but only to prospective new Tenants during the final ninety (90) days of this Lease).

27. **Subordination of Lease.** This Lease and all rights of Tenant shall be subject and subordinate to the lien of all existing and future mortgages of the Leased Premises, including future advances made under all such mortgages, and all renewals, modifications, consolidations and replacements of all such mortgages. Upon request by Landlord, Tenant shall execute, acknowledge and deliver to Landlord all further instruments as are necessary to confirm the subordination of this Lease, and Tenant's rights in this Lease, to any existing or future mortgages, including any renewal, modification or extension of such mortgages; provided that any such mortgagee will not disturb Tenant's rights under this Lease while Tenant is not in breach of this Lease.

28. **Surrender of Leased Premises.** When this Lease expires or is terminated, Tenant shall surrender possession of the Leased Premises to Landlord in the same condition as existed at the beginning of this Lease, except for ordinary wear and tear and casualty and any alterations, improvements or changes approved in writing by Landlord.

29. **Abandonment.** "Abandonment" shall mean that: (A) Tenant has actually been absent from the Leased Premises for a period of forty-five (45) consecutive days; (B) rent and all charges are not current; and (C) a notice pursuant to Section 83.20(2) of the Florida Statutes (2023) has been served and three (3) days have elapsed since service of such notice. This presumption, however, shall not apply if rent and all charges are current or Tenant has notified Landlord in writing of an intended absence. Abandonment of the Leased Premises by Tenant shall constitute a breach of this Lease and a surrender of the Leased Premises and Landlord may recover possession of the Leased Premises and pursue all claims for damages and all other legal and equitable relief. Tenant will have the right to close their office, without triggering an event of default, if and as long as Tenant continues to pay all the rental and other obligations of the lease and complies with Landlord's reasonable closing requirements. Tenant will use commercially reasonable efforts to release and/or sublease their premises if Tenant closes its office.

30. **Holdover Tenant.** In the event Tenant holds over after the expiration of the lease term, Tenant will owe rent during the holdover period as follows: one hundred twenty-five percent (125%) of the base rent charged for the last month of the non-holdover term;

31. **Roof Top Rights.** Tenant has the right to install a communications device on the roof of the building, at its own expense, with Landlord's prior approval, which shall not be unreasonably withheld, delayed or conditioned, and subject to the Restrictive Covenants and Architectural Control Committee of the subdivision.

32. **Hazardous Materials.** Landlord represents that the Building will be free from any environmentally hazardous materials and Landlord will promptly remove any environmentally hazardous materials found in Building at Landlord's expense, unless such materials were brought on the Building by Tenant, in which case Tenant will pay for the cost of removal.

33. **Compliance with Laws: ADA Compliance.** The Building and Common areas of the Building were constructed to comply with all building codes and ADA requirements in effect at the time of construction. The Building was constructed in 1999, and Landlord received a certificate of occupancy from the City of Tallahassee at that time indicating that the Building met the requirements of the Florida Building Code for accessibility, which incorporates by reference the rules implementing the Americans with Disabilities Act (the "ADA"). To the best of Landlord's knowledge (1) there have been no alleged violations of the ADA related to the Building's accessibility; (2) no prior or current tenant, occupant, or visitor to the Building has complained to Landlord regarding alleged violations of the ADA related to accessibility; and (3) Landlord has made no alterations to the Building triggering additional or new ADA accessibility requirements after initial construction in 1999. Landlord shall be responsible to promptly cure at its sole cost and expense any ADA noncompliance related to accessibility to the Leased Premises which existed on the Rent Commencement Date. Tenant shall be responsible for ADA compliance for non-structural components (such as furniture) within the Leased Premises. Tenant shall also be responsible for any alleged ADA noncompliance or disability-related discrimination (state or federal) that is within Tenant's control, and Tenant shall be responsible to promptly cure such noncompliance at Tenant's sole expense. If any law, rule, regulation, or order including, without limitation, the ADA, mandates any changes or alterations to the Leased Premises after the Rent Commencement Date then Landlord shall be responsible for any related costs and expenses.

34. **Access to Leased Premises.** Tenant shall have access to the Leased Premises 24 hours a day, 365 days a year.

35. **Breach and remedies.**

A. **Tenant Breach and Landlord's Remedies.** Tenant shall be in default of this Lease if Tenant: (i) fails to pay a monthly installment payment of rent or to make any other payment due pursuant to this Lease within five (5) days after such payment is due and such failure continues for more than ten (10) days after the date Tenant has received written notice from Landlord that such payment is due and payable; or (ii) breaches any other provision or condition of this Lease and fails to cure it within thirty (30) days after Tenant has received written notice from Landlord of such breach; *provided*, however, that if such failure is not reasonably capable of being cured within such thirty (30) day period, then the period in which Tenant may cure such failure shall be extended as shall be necessary to cure such failure, *provided* Tenant promptly commences and diligently pursues the cure of such failure. Upon a default of this Lease, Landlord shall have the right: (i) to accelerate the rent for the remainder of the Term; (ii) to pursue all legal and equitable relief, rights and remedies available under this Lease and allowed by law including, but not limited to, the right to terminate this Lease, recover possession of the Leased Premises, bring suit for eviction, breach, rescission, restitution, specific performance, injunctive relief, damages, distress for rent, and to establish and enforce a Landlord's lien; (iii) to obtain interest at the rate of eighteen percent (18.00%) per year (or the maximum rate of interest allowed by law if it is less than 18%) on all amounts owed to Landlord from the date due; and (iv) to recover all reasonable attorney's fees, costs and expenses incurred as a result of the breach, whether or not suit is filed and including reasonable attorney's fees, costs and expenses for all negotiations and pre-suit legal services, all pre-trial, trial, post-judgment and appellate court proceedings, any arbitration, mediation and bankruptcy court proceedings, and including legal assistant time and other costs and expenses even if not taxable as court costs.

B. **Landlord Breach and Tenant Remedies.** Landlord shall be in default of this Lease if Landlord: (i) fails to perform its obligations under this Lease within thirty (30) days after receipt of notice of default from Tenant (provided, that if the cure of such Landlord Default reasonably requires more than thirty (30) days to complete, then Landlord is not in default if Landlord promptly commences the cure of such Landlord Default and diligently pursues such cure to completion). Tenant's notice must give in reasonable detail the nature and extent of the failure and identify the Lease provisions containing Landlord's obligations. If Landlord defaults under this Lease, Tenant, in addition to any remedies available under the law, may, (i) terminate this Lease upon written notice to Landlord after the expiration of any applicable cure period or (ii) abate any and all Rent payments owed to Landlord until the date that such Landlord default is cured by Landlord, at which time Tenant shall resume making rental payments owed for the period after the date of cure. The provisions of this Section survive the expiration or earlier termination of this Lease. Tenant's exercise of any right or remedy due to a Landlord default, the payment of Rent, or other acts or omissions of Tenant after a Landlord default are not a waiver of and do not alter, affect, or prejudice any right or remedy that Tenant has under this Lease or at law or in equity, including the right to terminate.

36. **Substitution of Other Remedies.** Landlord shall not have the right to move or relocate Tenant to other space in the Building or to any other space or location.

37. **Remedies cumulative.** Landlord's rights and remedies created by this Lease are cumulative and shall be in addition to all other rights and remedies allowed by law.

38. **Non-waiver.** The failure by Landlord to insist on strict performance of any provision of this Lease shall not be construed as a waiver of any other or subsequent breach of any provision of this Lease. The subsequent acceptance of rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

39. **Security Deposit.** On the date Tenant signs this Lease, Tenant shall deliver to Landlord a security deposit of six thousand fifty six dollars and 25/100 (\$6,056.25) as security for performance by Tenant of all its obligations required by this Lease. Landlord shall have the right to apply all or any portion of this security deposit to cure any breach or violation of this Lease by Tenant. Landlord shall return this deposit to Tenant without interest, less any deductions for charges owed to Landlord, within thirty (30) days after the expiration or termination of this Lease. Tenant shall not be entitled to have the security deposit applied to any rent or other amounts owed to Landlord without the prior written consent of Landlord.

40. **Real estate commission.** The parties acknowledge that Landlord has hired NAI Talcor, which is a Florida-licensed real estate broker, in connection with this Lease and that Tenant is represented by Ciminelli Real Estate Services, a Florida-licensed real estate broker (Tenant Broker), and that they are entitled to a real estate commission pursuant to the terms of separate agreements. The parties acknowledge that NAI Talcor and Tenant Broker are the only real estate brokers or agents entitled to any commission concerning this Lease, and that no other commissions have been promised or are owing.

Landlord shall pay a real estate commission to NAI Talcor pursuant to the terms of the listing agreement between Landlord and NAI Talcor of three percent (3%), and Landlord shall pay a real estate commission pursuant to the terms of the Commission Agreement to Tenant Broker of three percent (3%).

41. **Notices.** All notices, demands, statements or communications (collectively, "Notices") given or required by either party to the other hereunder shall be in writing, and shall be delivered by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; or (c) certified or registered United States mail, return receipt requested, and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the U.S. Postal Service. Notices shall be addressed as follows:

All Notices to Tenant:

The Able Trust

If via U.S. Postal Service:
The Able Trust
2039 Centre Point Blvd

Suite 101

Tallahassee, FL 32308

If via overnight delivery:
The Able Trust
2039 Centre Point Blvd.

Suite 101

Tallahassee, FL 32308

All notices to Landlord:

Centre Pointe Financial Group, L.L.C.

If via U.S. Postal Service:
Centre Pointe Financial Group, L.L.C.
c/o Stuart E. Goldberg
2039 Centre Pointe Blvd.
Suite 201
Tallahassee, Florida 32308

If via overnight delivery:
Centre Pointe Financial Group, L.L.C.
c/o Stuart E. Goldberg
2039 Centre Pointe Blvd.
Suite 201
Tallahassee, Florida 32308
(850) 222-4000 (phone)
(850) 942-6400 (fax)
sgoldberg@stuartgoldbergpl.com
(email)

42. **Time.** Time is of the essence of this Lease.

43. **Binding effect of agreement.** This Lease shall be binding upon all parties and their respective heirs, personal representatives, successors and assigns.

44. **Other agreements and representations; modifications.** There are no agreements, promises, representations or understandings between the parties except as specifically set forth in this Lease. This Lease represents the entire agreement between the parties. Any prior or present written or verbal agreements, promises, representations or understanding between the parties shall not be binding upon any party to this Lease. No modification or change of this Lease shall be valid or binding on the parties unless it is in writing and signed by the parties.

45. **Further assurances.** The parties agree to execute all other documents reasonably necessary in order to ratify, confirm and effectuate the intentions and purposes of this Lease.

46. **Recording.** This Lease shall not be recorded in any public records, although a notice or memorandum reciting the identity of the parties and the Leased Premises, the term of this Lease and the prohibition against Tenant allowing liens or encumbrances against the Leased Premises may be recorded by either party.

47. **Law governing lease.** Florida law shall govern this Lease.

48. **Severability.** If any provision of this Lease or its application to any person or circumstance is declared by a court to be invalid or unenforceable, the remaining provisions of this Lease shall not be affected but shall be enforced to the extent permitted by law.

49. **Captions; singular, plural and gender.** The underlined words preceding a paragraph or subparagraph of this Lease are not intended to expand or limit the rights or obligations of the parties or to constitute a complete and accurate summary of the contents, but are merely intended as a general reference to the subject matter of the paragraph. Whenever the context permits, singular shall include plural, plural shall include singular, and one gender shall include all genders.

50. **Construction.** This Lease shall not be construed against either party regardless of who is responsible for its drafting.

51. **Counterparts.** This Lease may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Counterparts of this Lease delivered by email, PDF, DocuSign, facsimile, and/or other electronic format shall have the same force and effect as wet-signed original ink signatures.

52. **Attorneys Fees and Costs.** In any action at law or in equity to enforce any of the provisions or rights under this Agreement, the unsuccessful party in such litigation, as determined by the Court in a final judgment or decree, shall pay the prevailing party or parties all costs, expenses and reasonable attorney's fees incurred therein by such party or parties (including without limitation such costs, expenses and fees on any appeals), and if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and attorneys fees shall be included as part of such judgment.

IN WITNESS WHEREOF, the parties agree to be bound by the terms of this Lease Agreement as of the Effective Date.

**TENANT: FLORIDA ENDOWMENT
FOUNDATION FOR VOCATIONAL
REHABILITATION, INC.**

d/b/a The Able Trust

Signed by:
By: Allison Chase

A3D0D68A8694446...
Allison Chase

Name: _____

Title: President & CEO

Date: 10/16/2024

**LANDLORD: Centre Pointe Financial
Group, L.L.C., a Florida limited liability
company**

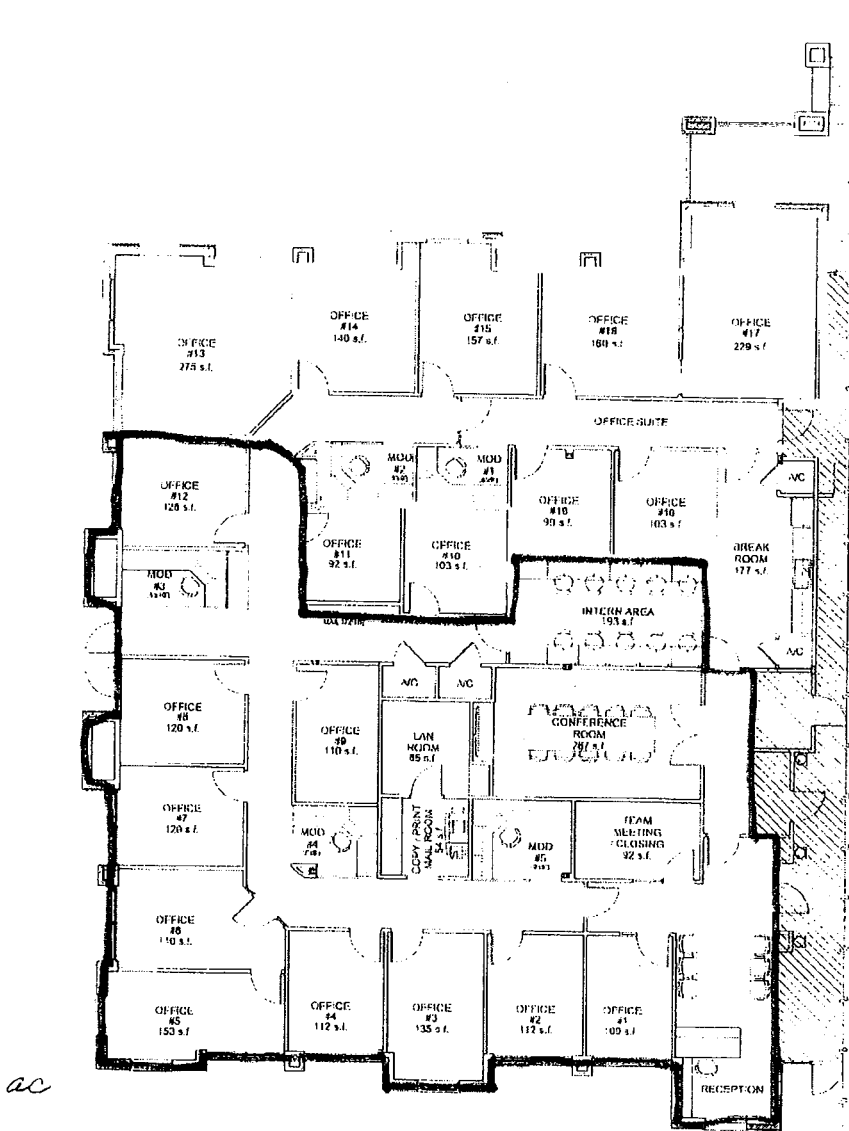
By: [Signature]

Name: Stuart E. Goldberg

Title: Authorized Member

Date: 10/16/2024

Exhibit A



ac



PROPOSED FLOOR PLAN
TENANT IMPROVEMENTS AT 2000 CENTREPOINT DRIVE
NORTH WELLSBURG, OHIO

SCALE: 1/8" = 1'-0"
05/10/11 11:22 AM

EXHIBIT B

PROJECTED BASE RENT SCHEDULE

<u>PERIOD</u>	<u>MONTHLY RENT</u>	<u>SALES TAX**</u>	<u>TOTAL MONTHLY PAYMENT</u>
12/01/2024- 11/30/2025	\$6,056.25	\$211.97	\$6,268.22
12/01/2025- 11/30/2026	\$6,237.94	\$218.33	\$6,456.27
12/01/2026- 11/30/2027	\$6,426.00	\$224.91	\$6,650.91

*Sales tax is currently 3.5%, but is subject to change

** Sales tax is zero upon delivery of a non-taxable exemption certificate to Landlord.

EXHIBIT C

Landlord's Work Letter

2039 Centre Pointe Blvd.

1. Professionally clean existing carpet in offices.
2. Walls repaired and touched up as necessary.
3. Remove red accent wall color.
4. Construct walls in hallway to divide suite as outlined in Exhibit A. The two offices that are not a part of the Lease (numbers 10 and 11) will become part of the adjacent space.

Costs shall be paid by Landlord.