

LEASE AGREEMENT

Association of Florida Colleges Foundation, Inc.

THIS LEASE AGREEMENT is made and entered into this **15th day of May, 2017**, by and between the **Association of Florida Colleges Foundation, Inc.**, (hereinafter called "Landlord"), whose address for purposes hereof is located at 1725 Mahan Dr., Tallahassee, Florida, 32308, and the **Association of Florida Colleges, Inc.** by **Michael Brawer** hereinafter called "**Tenant**"), whose address for purposes hereof is 1725 Mahan Dr., Tallahassee, FL 32308.

WITNESSETH:

1) LEASED PREMISES

The Landlord, the Association of Florida Colleges Foundation, Inc., owns the entire premises at 1725 Mahan Dr, Tallahassee, FL 32308.

2) LEASED PREMISES

Subject to and upon the terms, provisions, covenants and conditions hereinafter set forth, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the entire building and property (hereinafter called the "Building") located at 1725 Mahan Dr., Tallahassee, FL 32308

3) TERM

The term of this Lease shall be for **10 years** commencing on **May 15, 2017**.

4) RENT

It is hereby agreed that:

The Tenant shall pay Landlord annual Base Rental in the amount of \$1.00.

The first rental payment shall be due on May 15, 2017, and shall thereafter be payable monthly on the first day of each month thereafter.

Rent shall be payable without any offset or deduction whatsoever, in lawful (legal tender for public or private debts) money of the United States of America

In addition to rental, Tenant shall and hereby agrees to pay to Landlord each month a sum equal to any sales tax, tax on rentals, and any other charges, taxes or impositions now in existence or hereafter imposed based upon the privilege of renting the space leased hereunder or upon the amount of rentals collected therefor. Nothing herein shall, however, be taken to require Tenant to pay any part of any federal and state taxes on income imposed upon Landlord.

Tenant shall pay to Landlord a late charge equal to five percent (5%) of the monthly payment of rental and any other payment or charge due hereunder if any such amount is received by Landlord more than five (5) days after the same shall be due to defray the additional administrative expenses incurred by Landlord in processing such payment. In addition, the Landlord may, at its option, require Tenant to pay Landlord interest on any rental due or other payment that remains unpaid for five (5) days after its due date. Said interest will be computed at the maximum legal rate from due date.

5) SECURITY DEPOSIT

Simultaneously with the execution of this Lease, Tenant has deposited with Landlord as security for the performance by Tenant of the terms of this Lease a security deposit in the amount of **WAIVED**. Landlord may use, apply or retain (without liability for interest) during the Lease Term or any options to renew the whole or any part of the Security Deposit to the extent required for the payment of any rents or other sums as

to which Tenant may be in default hereunder or for any sums which Landlord may expend or be required to expend, including attorneys' fees and costs, or any damage Landlord may suffer by reason of Tenant's default in respect of any of the terms of this Lease, including, but not limited to, any deficiency or damage incurred in releasing the Premises. If Landlord uses any portion of the Security Deposit, Tenant shall, upon demand by Landlord, replenish the Security Deposit so as to bring the amount of the Security Deposit up to the amount required under this Lease. Tenant acknowledges and agrees that the Landlord may commingle the Security Deposit with Landlord's own funds without payment of any interest thereon and Tenant hereby waives the benefit of any law or governmental regulation requiring such Security Deposit to be held in escrow or in trust by Landlord. In the event of a sale of the Building or assignment of this Lease by Landlord to any person other than a mortgagee, Landlord shall have the right to transfer the Security Deposit to its vendee or assignee, subject to the provisions of this Lease, and thereupon Landlord shall be released from any liability with respect to the Security Deposit, and such vendee or assignee to be solely responsible to Tenant for the Security Deposit. Tenant shall not assign or encumber its interest in the Security Deposit, and neither Landlord nor its successors and assigns shall be bound by any attempted assignment or encumbrance.

6) USE

The Tenant will use and occupy the Leased Premises as an office for business and a meeting facility, and for no other use or purpose without the express prior written consent of the Landlord.

7) QUIET ENJOYMENT

Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all terms, provisions, covenants, and conditions on Tenant's part to be observed and performed, Tenant shall, subject to all of the terms, provisions, covenants and conditions of this Lease Agreement, peaceably and quietly hold and enjoy the Leased Premises for the Term hereby demised.

8) INSURANCE

Tenant shall, during the entire term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the Leased Premises, and the business operated by Tenant and any subtenants of Tenant in the Leased Premises in which the limits of public liability shall not be less than \$1,000,000 per person and \$1,000,000 per accident and in which the property damage liability shall not be less than \$100,000. The policy shall name Landlord, any persons, firms, or corporations designated by Landlord, and Tenant, as insured, and shall contain a clause that the insured will not cancel or change the insurance without first giving the Landlord ten (10) days' prior written notice. The insurance shall be in an insurance company approved by Landlord and a copy of the policy or a certificate of insurance shall be delivered to Landlord prior to occupancy of the Premises. In the event Tenant fails to obtain any insurance as provided in this Lease, Landlord may obtain any such insurance, and the cost thereof shall be paid by Tenant as additional rent with the first payment of rent which is due subsequent to Landlord incurring such cost, and Landlord shall have remedies to collect the same as in this Lease provided, or as otherwise provided by law for the collection of rent. If the Landlord's insurance premiums exceed the standard premium rates because the nature of Tenant's operation results in extra hazardous exposure, Tenant shall, upon receipt of appropriate invoices from Landlord, reimburse Landlord for such increase in premiums. It is understood and agreed between the parties hereto that any such increase in premiums shall be considered as rent due and shall be included in any lien for rent. Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income, or losses under workers' compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees if any such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Lease. Tenant and Landlord shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

9) RULES AND REGULATIONS

Tenant agrees to comply with all rules and regulations Landlord may adopt from time to time for operation of the Building and for the protection and welfare of the Building, its tenants, visitors and occupants. Any future rules and regulations shall become a part of this Lease, and Tenant hereby agrees to comply with the

same upon delivery of a copy thereof to Tenant, providing the same do not materially deprive Tenant of its rights established under this Lease.

10) GOVERNMENTAL REQUIREMENTS

Tenant shall faithfully observe in the use of the Leased Premises all municipal and county ordinances and codes and state and federal statutes now in force or which may hereafter be in force.

11) SERVICES

Landlord will furnish the following services to Tenant:

- (A) Automatically operated elevator service (upon installation), stairs, electrical current for lighting, incidentals, and normal office use, and water at those points of supply provided for general use of its tenants at all times and on all days throughout the year.
- (B) Storage space;
- (C) Heat and air conditioning.
- (D) Maintenance.
- (E) Building security system and fire alarm system.
- (F) Conference space.

Landlord's services shall be provided as long as the Tenant is not in default under any of the terms, provisions, covenants and conditions of this Lease, subject to interruption caused by repairs, renewals, improvements, changes to service, alterations, strikes, lockouts, controversies, inability to obtain fuel or power, accidents, breakdowns, service interruptions, catastrophes, national or local emergencies, acts of God and other conditions and causes beyond the control of Landlord, and upon such happening, no claim for damages, constructive eviction, or abatement of rent for failure to furnish any such services shall be made by the Tenant or allowed by the Landlord. Should any of the equipment or machinery used in the provision of services by the Landlord for any cause cease to function properly, Tenant shall have no claim for offset or abatement of rent or damages on account of an interruption in service occasioned thereby or resulting therefrom for a reasonable period of time sufficient to restore the interrupted service.

12) CONDITION OF PREMISES.

Landlord agrees to deliver and Tenant agrees to accept the Leased Premises "AS IS" in its present condition. Tenant acknowledges that the Landlord is not obligated to make any repairs or improvements to the Leased Premises at the commencement of this Lease.

13) PETS

No pets except duly certified service animals shall be permitted on the premises at any time.

14) REPAIR AND ALTERATION OF LEASED PREMISES

Tenant will cover or re-imburse to the Landlord all costs related to maintenance and upkeep of the Leased premises. The Tenant agrees to keep the premises in good and tenantable condition during the Lease Term, including, but not limited to, wall paint, carpets, floors and other floor covering. Tenant will replace at its own expense any and all broken glass caused by Tenant in and about said Leased Premises. Landlord agrees to accept and Tenant agrees to deliver the Leased Premises at the end of the Lease Term in the condition it was in upon commencement of the Lease Term, reasonable wear and tear excepted. Tenant will make no alterations, additions or improvements in or to the Leased Premises without the prior written consent of Landlord, which shall not be unreasonably withheld, but may be predicated upon but not limited to Tenant's use of contractors who are acceptable to Landlord; and all additions, fixtures, carpet or improvements, except only office furniture and fixtures which shall be readily removed without injury to the Leased Premises, shall be and remain a part of the Leased Premises at the expiration of this Lease. It is further agreed that this Lease is made by the Landlord and accepted by the Tenant with the distinct understanding and agreement that the Landlord shall have the right and privilege to make and build additions to the Building of which the Leased Premises are a part, and make such alterations and repairs to said Building as it may deem wise and advisable without any liability to the Tenant therefor. Landlord shall be permitted to inspect leased premises as needed.

12) INDEMNIFICATION

Tenant agrees to pay all liens of contractors, subcontractors, mechanics, laborers, material men, and other items of like character for all work performed at the Leased Premises by or for the Tenant or its agents or employees, and will indemnify Landlord against all expenses, costs, and charges, including bond premiums for release of liens and attorneys' fees and costs reasonably incurred in and about the defense of any suit in discharging the said Premises or any part thereof from any liens, judgments, or encumbrances caused or suffered by Tenant. In the event any such lien shall be made or filed, Tenant shall bond against or discharge the same within ten (10) days after the same has been made or filed. It is understood and agreed between the parties hereto that the expenses, costs and charges above referred to shall be considered as rent due and shall be included in any lien for rent. The Tenant herein shall have the authority to create any liens for labor or materials on the Landlord's interest in the Leased Premises and all persons contracting with the Tenant for the destruction or removal of any facilities or other improvements, and for the erection, installation, alteration, or repair of any facilities or other improvements on or about the Leased Premises, and all material men, contractors, subcontractors, mechanics, and laborers are hereby charged with notice that they must look only to the Tenant and to the Tenant's interests in the Leased Premises to secure the payment of any bill for work done or material furnished at the request or instruction of Tenant. Tenant shall notify all contractors in writing of the terms of this paragraph prior to the commencement of work on the Premises by that contractor. Landlord may, at its option, record in the public records for the county in which the Building is located a notice of the provisions contained in this paragraph.

13) ESTOPPEL STATEMENT

Tenant agrees that from time to time, upon not less than ten (10) days' prior request by Landlord, Tenant will deliver to Landlord a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease as modified is in full force and effect and stating the modifications); (b) the dates to which the rent and other charges have been paid; and (c) that Landlord is not in default under any provisions of this Lease, or, if in default, the nature thereof in detail.

14) SUBORDINATION

If the Building and/or Leased Premises are at any time subject to a mortgage and/or deed of trust, and Tenant has received written notice from Mortgagee of same, then in any instance in which Tenant gives notice to Landlord alleging default by Landlord hereunder, Tenant will also simultaneously give a copy of such notice to each Landlord's Mortgagee and each Landlord's Mortgagee shall have the right (but not the obligation) to cure or remedy such default during the period that is permitted to Landlord hereunder, plus an additional period of thirty (30) days, and Tenant will accept such curative or remedial action (if any) taken by Landlord's Mortgagee with the same effect as if such action had been taken by Landlord. This Lease shall at Landlord's option, which option may be exercised at any time during the Lease Term, be subject and subordinate to any mortgage now or hereafter encumbering the Building. This provision shall be self-operative without the execution of any further instruments. Notwithstanding the foregoing, however, Tenant hereby agrees to execute any instrument(s) which Landlord may deem desirable to evidence the subordination of this Lease to any and all such mortgages.

15) ATTORNMEN

If the interests of Landlord under this Lease shall be transferred voluntarily or by reason of foreclosure or other proceedings for enforcement of any mortgage on the Leased Premises, Tenant shall be bound to such transferee (herein sometimes called the "Purchaser") for the balance of the Term hereof remaining, and any extensions or renewals thereof which may be effective in accordance with the terms and provisions hereof with the same force and effect as if the Purchaser were the Landlord under this Lease, and Tenant does hereby agree to attorn to the Purchaser, including the Mortgagee under any such mortgage if it be the Purchaser, as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of the Landlord under this Lease. The respective rights and obligations of Tenant and the Purchaser upon such attornment, to the extent of the then remaining balance of the Term of this Lease and any such extensions and renewals, shall be and are the same as those set forth herein. In the event of such transfer of Landlord's interests, Landlord shall be released and relieved from all liability and responsibility thereafter accruing to Tenant under Lease or otherwise and

Landlord's successor, by acceptance of rent from Tenant hereunder, shall become liable and responsible to Tenant in respect to all obligations of the Landlord under this Lease.

16) ASSIGNMENT

Tenant may sublet the Leased Premises or any part thereof or permit the Leased Premises to be occupied by other persons. If this Lease be assigned or any part thereof be sublet or occupied by anybody other than Tenant, the Landlord may, after default by the Tenant, collect or accept rent from assignee, subtenant, or occupant and apply the net amount collected or accepted to the rent herein reserved, but no such collection or acceptance shall be deemed a waiver of this covenant or the acceptance of the assignee, under tenant, or occupant as Tenant, nor shall it be construed as or implied to be a release of the Tenant from the further observance and performance by the Tenant of the terms, provisions, covenants and conditions herein contained.

17) SUCCESSORS AND ASSIGNS

All terms, provisions, covenants and conditions to be observed and performed by Tenant shall be applicable to and binding upon Tenant's respective heirs, administrators, executors, successors and permitted assigns, subject, however, to the restrictions as to assignment or subletting by Tenant as provided herein. All expressed covenants of this Lease shall be deemed to be covenants running with the land.

18) HOLD HARMLESS OF LANDLORD

In consideration of said Premises being leased to Tenant for the above rental, Tenant agrees: that Tenant, at all times, will indemnify, defend and keep Landlord harmless from all losses, damages, liabilities and expenses, including, but not limited to attorneys' fees and other legal expenses, which may arise or be claimed against Landlord and be in favor of any persons, firms or corporations, consequent upon or arising from the use or occupancy of said Premises by Tenant, or consequent upon or arising from any acts, omissions, neglect or fault of Tenant, its agents, servants, employees, licensees, visitors, customers, patrons or invitees, or consequent upon or arising from Tenant's failure to comply with any laws, statutes, ordinances, codes or regulations as herein provided; that Landlord shall not be liable to Tenant for any damages, losses, or injuries to the persons or property of Tenant which may be caused by the acts, neglect, omissions or faults of any persons, firms or corporations, except when such injury, loss or damage results from the negligence of Landlord, its agents or employees, and that Tenant will indemnify and defend, and keep harmless Landlord from all damages, liabilities, losses, injuries, or expenses which may arise or be claimed against Landlord and be in favor of any person, firms or corporations, for any injuries or damages to the person or property of any persons, firms, or corporations, where said injuries or damages arose about or upon said Premises, as a result of the negligence of Tenant, its agents, employees, servants, licensees, visitors, customers, patrons, and invitees. All personal property placed or moved into the Leased Premises or Building shall be at the risk of Tenant or the owner thereof, and Landlord shall not be liable to Tenant for any damage to or theft of said personal property. In case Landlord shall be made a party to any litigation commenced against Tenant in connection with the use or occupancy of the Premises (other than litigation based upon Landlord's negligence), then Tenant shall protect, defend, and hold Landlord harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation and any appeal thereof. Except with respect to the negligence or the willful and wanton acts of Landlord, its agents and employees, (a) Landlord shall not be liable for any loss of or damage to property of Tenant or of others located in the Leased Premises or the Building, by theft or otherwise, nor for any loss or damage whatsoever to any property which Tenant could remove at the end of the Term as provided in this Lease; (b) Landlord shall not be liable for any injury or damage to persons or property or to the interior of the Leased Premises resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow, or leaks from any part of the Leased Premises or from pipes, appliances or plumbing works or from the roofs, street or subsurface or from any other place, or by dampness, or by any other cause of whatever nature; (c) Landlord shall not be liable for any such injury or damage caused by other tenants or any person(s) either in the Leased Premises or elsewhere in the Building, or by occupants of property adjacent to the Building, or by the public or by operations in the construction of any private, public, or quasi-public work; and (d) Landlord shall not be responsible for damage to or loss of Tenant's property kept or stored in or around the Leased Premises.

19) ATTORNEYS' FEES

In connection with any litigation, including appellate or bankruptcy proceedings, arising out of or relating to this Lease or if either party defaults in the performance of any of the terms, provisions, covenants and conditions of this Lease and by reason thereof the other party employs the services of an attorney to enforce performance of the covenants, or to perform any service based upon defaults, then in any of said events the prevailing party shall be entitled to reasonable attorneys' fees and all expenses and costs incurred by the prevailing party pertaining thereto (including costs and fees relating to any appeal, bankruptcy proceeding, and in enforcement of any remedy).

20) DAMAGE OR DESTRUCTION

In the event the Leased Premises shall be destroyed or so damaged or injured by fire or other casualty, during the Term of this Lease, whereby the same shall be rendered untenantable, then Landlord shall have the right, but not the obligation, to render such Leased Premises tenantable by repairs within one hundred eighty (180) days therefrom. Landlord agrees that, within thirty (30) days following damage or destruction, it shall notify Tenant with respect to whether or not Landlord intends to restore the Premises. If said Premises are not rendered tenantable within the aforesaid one hundred eighty (180) days, it shall be optional with either party hereto to cancel this Lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing. During any time that the Leased Premises are untenantable due to causes set forth in this paragraph, the rent or a just and fair proportion thereof shall be abated. Notwithstanding the foregoing, should damage, destruction or injury occur by reason of Tenant's negligence, Landlord shall have the right, but not the obligation, to render the Leased Premises tenantable within three hundred sixty (360) days of the date of damage, destruction or injury and no abatement of rent shall occur. Notwithstanding the foregoing, should damage or destruction occur during the last year of the Lease Term, either Landlord or Tenant shall have the option to terminate this Lease, effective on date of damage or destruction, provided notice to terminate is given within thirty (30) days of the date of such damage or destruction; provided, however, that if the damage or destruction occur by reason of Tenant's negligence, Tenant shall not have such option to terminate.

21) EMINENT DOMAIN

If there shall be taken during the Term of this Lease any part of the Leased Premises or Building, other than a part not interfering with maintenance, operation or use of the Leased Premises, Landlord may elect to terminate this Lease or to continue same in effect. If Landlord elects to continue the Lease, the rental shall be reduced in proportion to the area of the Leased Premises so taken and Landlord shall repair any damage to the Leased Premises or Building resulting from such taking. If any part of the Leased Premises is taken by condemnation or Eminent Domain which renders the Premises unsuitable for its intended use, the Tenant may elect to terminate this Lease, or if any part of the Leased Premises is so taken which does not materially interfere with the tenancy, this Lease shall continue in effect and the rental shall be reduced in proportion to the area of the Leased Premises so taken and Landlord shall repair any damage to the Leased Premises resulting from such taking. If all of the Leased Premises are taken by condemnation or Eminent Domain, this Lease shall terminate on the date of the taking. All sums awarded (or agreed upon between Landlord and the condemning authority) for the taking of the interest of Landlord and/or Tenant, whether as damages or as compensation, and whether for partial or total condemnation, will be the exclusive property of Landlord; provided, however, that nothing contained herein shall prohibit the Tenant from seeking a separate award from the condemning authority for damages or compensation to the loss of Tenant's business at the Premises. If this Lease should be terminated under any provisions of this paragraph, rental shall be payable up to the date that possession is taken by the authority, and Landlord will refund to Tenant any prepaid unaccrued rent less any sum or amount then owing by Tenant to Landlord.

22) DEFAULT

If Tenant fails to make any payment due hereunder within ten (10) days after such payment is due, or, if Tenant, fails to perform any other of the terms of this Lease to be observed or performed by Tenant within thirty (30) days after Tenant is given written notice of such failure to perform, or if such term or obligation (other than non-payment of monetary obligations) cannot be performed within thirty (30) days, and if Tenant fails within thirty (30) days after such written notice to commence and thereafter diligently and continually

pursue its obligation hereunder, or if Tenant shall become bankrupt or insolvent, or file any debtor proceedings, or take or have taken against Tenant or any guarantor in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property or if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement or suffers this Lease to be taken under any writ of execution or attachment, or if this Lease shall pass to or devolve upon, by law or otherwise, one other than Tenant except as herein provided, then, upon the occurrence of any one or more of such events, this Lease and the Term shall, at the option of the Landlord, terminate and come to an end on the date specified in such notice of cancellation, and Tenant shall quit and surrender the Premises to Landlord as if the Term ended by the expiration of the time fixed herein, but Tenant shall remain liable as hereinafter provided. If Tenant shall not have cured Tenant's default in the manner provided above, Landlord may immediately, or at any time thereafter, re-enter the Premises and remove all persons and all or any property therefrom, by any suitable action or proceeding at law, without being liable for any prosecution therefor or damages resulting therefrom, and repossess and enjoy the Premises, together with all additions, alterations and improvements, and Landlord may, at Landlord's option, repair, alter, remodel and change the character of the Premises or any part or parts thereof, as the agent of Tenant or otherwise. The exercise by Landlord of any right granted in the sentence immediately preceding shall not relieve Tenant from the obligation to make all payments of rent or additional rent in the manner provided herein, and, if Landlord so desires, all current and future monetary obligations of Tenant hereunder shall become immediately due and payable. Tenant throughout the remainder of the Term hereof shall pay Landlord, no later than the last day of each month during the Term, the then current excess, if any, of the sum of the unpaid rentals and costs to Landlord resulting from such default by Tenant over the proceeds, if any, received by Landlord from such re-releasing, if any. If Landlord attempts to re-lease the Premises, Landlord shall be the sole judge as to whether or not a proposed tenant is suitable and acceptable. In the event of a breach by Tenant of any of the covenants or provisions hereof, Landlord shall have, in addition to any other remedies which it may have, the right to invoke any remedy allowed at law or in equity to enforce Landlord's rights or any of them as if re-entry and other remedies were not herein provided. The failure of Landlord to insist upon strict performance of any of the terms, conditions and covenants herein shall not be deemed to be a waiver of any rights or remedies that Landlord may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained except as may be expressly waived in writing. The maintenance of any action or proceeding to recover possession of the Premises, or any installment or installments of rent or additional rent that may be due or become due from Tenant to Landlord, shall not preclude Landlord from thereafter instituting and maintaining subsequent actions or proceedings for the recovery of possession of the Premises or of any other monies that may be due or become due from Tenant. Any entry or re-entry by Landlord shall not be deemed to absolve or discharge Tenant from liability hereunder. Further, no payment by Tenant or acceptance by Landlord of any amount which is less than the payment due hereunder shall be deemed to be other than a partial payment thereof. Landlord may accept such partial payment without prejudice to Landlord's right to recover the balance due or to pursue any other right or remedy set forth herein notwithstanding any language, statement or endorsement on any check or in any letter accompanying such payment to the contrary. Landlord and/or Tenant shall be excused for the period of any delay and shall not be deemed to be in default with respect to the performance of any of the terms, covenants and conditions of this Lease when prevented from so doing by a cause or causes beyond the Landlord's and/or Tenant's control, which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, acts of God, or any other cause, not within the reasonable control of the Landlord and/or Tenant. This paragraph shall not apply to or modify Tenant's obligations under this Lease to make prompt payments of rent or other additional rent required to be paid under this Lease. Landlord shall in no event be in default in the performance of any of its obligations contained in this Lease unless and until Landlord shall have failed to perform such obligation for more than thirty (30) days after Landlord's receipt of written notice of default, or such additional time as is reasonably required to correct any such default, provided, however, that Tenant gives Landlord written notice which specifies and details Landlord's default.

23) LIEN FOR PAYMENT OF RENT

Tenant hereby pledges and assigns to Landlord as security for the payment of any and all rental or other sums or amounts provided for herein, all of the furniture, fixtures, goods and chattels of Tenant which shall or may

be brought or put on or into said Leased Premises, and Tenant agrees that said lien may be enforced by distress, foreclosure or otherwise, at the election of the Landlord.

24) RIGHT OF ENTRY

Landlord, or any of its agents, shall have the right to enter the Leased Premises during all reasonable hours to examine the same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or to said Building, or to exhibit said Leased Premises at any time within one hundred eighty (180) days before the expiration of the term of this Lease. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Lease if within ten (10) days after written notice to Tenant, Tenant fails to remove such placards, signs, fixtures, alterations or additions.

25) TERMINATION

Landlord reserves to terminate this lease at any time by providing at least 120 days written notice to the Tenant to the legal address referenced herein or by hand delivery to the leased premises.

26) NOTICE

Any notice given the Landlord as provided for in the Lease shall be sent to Landlord by hand delivery or registered or certified mail addressed to Landlord at Landlord's Management Office for the Building. Any notice to Tenant under the terms of this Lease, unless otherwise stated herein, shall be in writing and shall be sent by hand delivery or registered or certified mail to the office of Tenant in the Building. Either party, from time to time, by such notice, may specify another address to which subsequent notice shall be sent.

27) LANDLORD CONTROLLED AREA

All entrances and exits thereto, common space areas, and other facilities furnished by Landlord, including loading areas, pedestrian walkways and ramps, landscaped area, stairways, corridors, and other areas and improvements provided by Landlord for the general use, in common, of tenants, their officers, agents, employees, servants, invitees, licensees, visitors, patrons and customers, shall be at all times subject to exclusive control and management of Landlord, and Landlord shall have the right from time to time to establish, modify and enforce rules and regulations with respect to all facilities and areas and improvements; to police same; from time to time to change the area, level and location and arrangement of facilities hereinabove referred to; to close temporarily all or any portion of the public area, common areas or facilities; and to do and perform such other acts in and to said areas and improvements, in the sole judgment of Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by tenants, their officers, agents, employees, servants, invitees, visitors, patrons, licensees and customers.

28) PARKING

The Landlord may provide parking under this Lease. The Landlord is not liable for any damages suffered or expense accrued by the Tenant in securing parking or the failure of the Tenant to secure parking or any delinquent parking payments of the Tenant.

29) CONDITION OF PREMISES ON TERMINATION OF LEASE AND HOLDING OVER

Tenant agrees to surrender to Landlord, at the end of this Lease or upon any cancellation of this Lease, said Leased Premises in as good condition as said Leased Premises were at the beginning of the Term of this Lease, ordinary wear and tear, and damage by fire or other casualty not caused by Tenant's negligence excepted. Tenant agrees that if Tenant does not surrender said Leased Premises to Landlord at the end of the Term of this Lease, then Tenant will pay to Landlord double the amount of the current rental for each month or portion thereof that Tenant holds over plus all damages that Landlord may suffer on account of Tenant's failure to so surrender to Landlord possession of said Leased Premises, and will indemnify, defend, and save Landlord harmless from and against all claims made by any succeeding Tenant of said Leased Premises against Landlord on account of delay of Landlord in delivering possession of said Leased Premises to said succeeding Tenant so far as such delay is occasioned by failure of Tenant to so surrender said Leased Premises in accordance herewith or otherwise. Prior to the expiration or sooner termination of this Lease, Tenant shall remove any and all trade fixtures, equipment and other unattached items, which Tenant may have installed in the Leased Premises. Tenant shall repair any damage to the Leased Premises caused by its

removal of such fixtures and movables. The actual damages that would be sustained by Landlord as a result of Tenant's failure to make such repairs are uncertain and would be difficult to ascertain. Therefore, Landlord and Tenant agree that Tenant will pay Landlord the actual cost of repairs plus twenty percent of that cost of repairs to cover any additional administrative expenses incurred by Landlord as a result of Tenant's breach. This sum represents a reasonable approximation of the damages likely to result from such a breach and is not, therefore, a penalty. In the event Tenant fails to remove Tenant's trade fixtures, equipment and other unattached items, as required hereinabove, Tenant shall pay all costs of removing such items from the Leased Premises and the storage of such items. Landlord, at Landlord's option, shall have the right to dispose of any such items at a public or private sale in which event the proceeds of such sale or other disposition shall belong to Landlord. No receipt of money by Landlord from Tenant after termination of this Lease or the service of any notice of commencement of any suit or final judgment for possession shall reinstate, continue or extend the Term of this Lease or affect any such notice, demand, suit or judgment. No act or thing done by Landlord or its agents during the Term hereby granted shall be deemed an acceptance of a surrender of the Leased Premises, and no agreement to accept a surrender of the Leased Premises shall be valid unless it be made in writing and subscribed by a duly authorized officer or agent of Landlord.

30) OCCUPANCY AND PERSONAL PROPERTY TAX

Tenant shall be responsible for and shall pay before delinquency all municipal, county or state taxes assessed during the Term of this Lease against any occupancy interest or personal property of any kind, owned by or placed in, upon or about the Leased Premises by the Tenant.

31) SIGNS AND WINDOW TREATMENT

All signage must have the prior written approval of the Landlord. Upon termination of the Lease, Tenant shall promptly remove the signs. Tenant shall bear all expenses for the manufacture and installation of signage and removal and repair of any damage to the Building caused thereby. Tenant, at Tenant's expense, shall be responsible for inside window treatment, subject to Landlord's prior written approval. Landlord shall have the right to install signs on the interior or exterior of the Building and Leased Premises and change the Building's name or street address.

32) INVALIDITY OF PROVISION

If any term, provision, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, provision, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, provision, covenant or condition of this Lease shall be valid and be enforceable to the fullest extent permitted by law. This Lease shall be construed in accordance with the laws of the State of Florida.

33) TIME OF ESSENCE

It is understood and agreed between the parties hereto that time is of the essence of all the terms, provisions, covenants and conditions of this Lease.

34) MISCELLANEOUS

The terms Landlord and Tenant as herein contained shall include singular and plural, masculine, feminine and neuter, heirs, successors, executors, administrators, personal representatives and assigns wherever the context so requires or admits. The terms, provisions, covenants, and conditions of this Lease are expressed in the total language of this Lease Agreement and the paragraph headings are solely for the convenience of the reader and are not intended to be all inclusive. Any formally executed addendum to or modification of this Lease shall be expressly deemed incorporated by reference herein unless a contrary intention is clearly stated therein. Should any provision of this Lease be subject to judicial interpretation, it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of this Lease be more strictly construed against the party which through itself or its counsel or other agent prepared the same, as all parties hereto have participated in the preparation of the final form of this Lease and the negotiation of changes in language or in any provision deemed unsuitable or inadequate as initially written, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

35) ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by an agreement in writing signed by Landlord and Tenant. No surrender of the Leased Premises, or of the remainder of the terms of this Lease, shall be valid unless accepted by Landlord in writing. Tenant acknowledges and agrees that Tenant has not relied upon any statement, representation, prior written or contemporaneous oral promises, agreements or warranties except such as are expressed herein.

36) RADON DISCLOSURE

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 testing may be obtained from your county public health unit.

37) DEFINITION AND LIABILITY OF LANDLORD

The term "Landlord" as used in this Lease shall mean only the owner or mortgagee in possession of the Building or the owner of a leasehold interest in the Building or the land thereunder so that in the event of sale of the Building or leasehold interest or an assignment of this Lease or a devise of the Building or land, Landlord shall be and is hereby entirely freed and relieved of all obligations of Landlord subsequently accruing.

38) HAZARDOUS SUBSTANCES

Tenant covenants and agrees that it shall not cause or permit any Hazardous Substances (as hereinafter defined) to be installed, placed, stored, held, located, released or disposed of in, on, at, or under the Premises or the Building without Landlord's prior written consent, which consent may be unreasonably and in Landlord's sole discretion withheld. Tenant further covenants and agrees to indemnify Landlord for any loss, cost, damage, liability or expense (including, without limitation, attorneys' fees and other costs of legal representation) that Landlord might ever incur because of Tenant's failure to comply with the provisions of the immediately preceding sentence, this indemnification to survive the expiration or other termination of this Lease. For the purposes of this paragraph "Hazardous Substances" shall mean and include all those substances, elements, materials or compounds that are included in any list of hazardous or restricted substances adopted by the United States Environmental Protection Agency (the "EPA") or any other substance, element, material or compound defined or restricted as a hazardous, toxic, radioactive or dangerous substance, material or waste by the EPA or by any other ordinance, statute, law, code, or regulation of any federal, state or local governmental entity or any agency, department or other subdivision thereof, whether now or later enacted, issued, or promulgated.

39) CORPORATE AUTHORITY

If Tenant executes this Lease as a corporation, each of the persons executing this Lease on behalf of Tenant does hereby personally represent and warrant that Tenant is a duly authorized and existing corporation, that Tenant is qualified to do business in the state in which the Leased Premises are located, that the corporation has full right and authority to enter into this Lease, and that each person signing on behalf of the corporation is authorized to do so. In the event any of the foregoing representations or warranties is false, all persons who execute this Lease as by or on behalf of the purported Tenant shall be personally and individually liable hereunder.

40) CONFIDENTIALITY

The terms and conditions of this Lease shall be treated by Tenant as confidential information. Tenant shall not, without the prior written consent of the Landlord or a court order issued by a court of competent jurisdiction, disclose the terms and conditions of this Lease to any third party.

41) CHOICE OF LAW

This agreement is to be construed under Florida Law, and all obligations of the parties created by this agreement are performable in Leon County, Florida.

42) JOINT AND SEVERAL LIABILITY

If there is more than one Tenant, the obligations imposed on Tenants by this lease are joint and several. If there is a guarantor of Tenant's obligations under this lease, the obligations imposed on Tenant are the joint and several obligations of Tenant and the guarantor. Landlord need not first proceed against Tenant before proceeding against the guarantor, nor will any such guarantor be released from its guaranty for any reason whatsoever.

43) RIGHTS AND REMEDIES CUMULATIVE

The rights and remedies provided by this Lease are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

44) FORCE MAJEURE

Neither the Landlord nor the Tenant is required to perform any term or covenant of this lease so long as performance is delayed or prevented by force majeure, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within Landlord's or Tenant's control and that Landlord or Tenant cannot, by exercising due diligence, prevent or overcome in whole or part.

IN WITNESS WHEREOF, the parties hereto, have signed, sealed and delivered this Lease in triplicate at Leon County, Florida, on the date and year first above written.

LANDLORD: ASSOCIATION OF FLORIDA COLLEGES FOUNDATION, INC.

By: Andre Hawkins, Chair


Signed: _____ Date: 5/15/17

TENANT: for the Association of Florida Colleges, Inc.

By: Michael Brawer

Signed:  Date: 5/15/17

Witness (print): Eileen Johnson

Signed:  Date: 5/15/17

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