

Commercial Property
FOR SALE



1816 OLD ST. AUGUSTINE RD

Tallahassee, FL 32301

5,730 SF | 1.11 AC | Office Building Located Near Downtown

JOSH KASPER
850.528.1898
JoshKasper1971@gmail.com

THE NAUMANN GROUP REAL ESTATE, INC
2050 Capital Circle NE, Tallahassee, FL
www.NaumannGroup.com

THE NAUMANN
REAL ESTATE, INC. *Group*
COMMERCIAL DIVISION

Tallahassee, FL 32301



5,700+ SF office building located near retail, professional services, and state offices near Downtown Tallahassee

- Currently leased NNN
- Zoned OR-3
- Multiple office spaces and conference rooms
- Ample Parking
- Located near the intersection of Old St. Augustine Rd and Blair Stone Rd

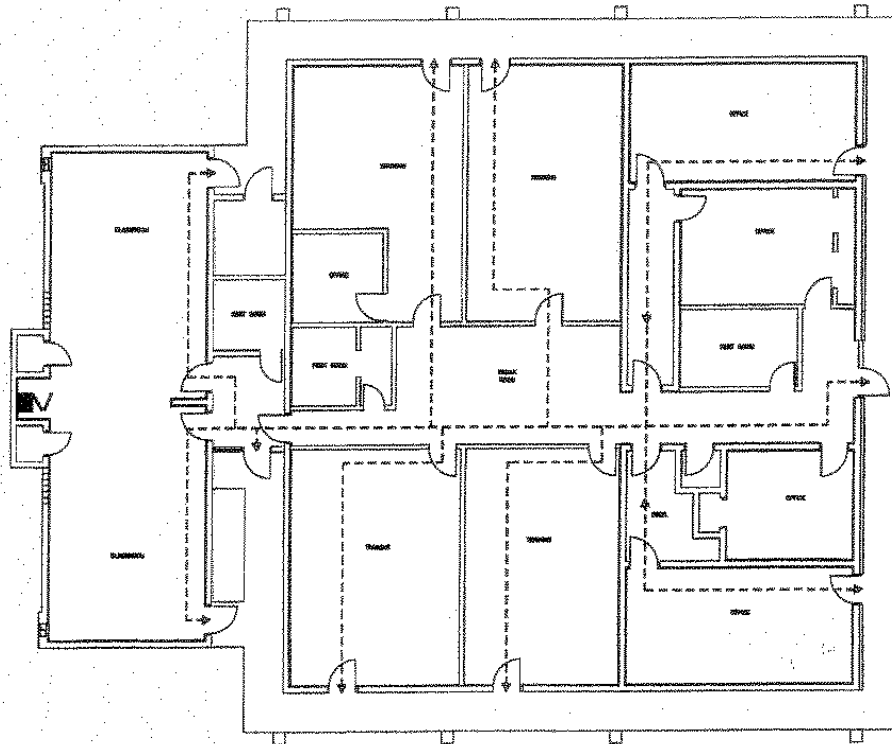
Sale Price:	\$1,200,000
Building Size:	5,730 SF
Lot Size:	1.11 AC

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TALLAHASSEE, FL - BLAIRSTONE - FIRST FLOOR

EMERGENCY EVACUATION ROUTE	TORNADO EMERGENCY
<ul style="list-style-type: none">REVIEW FLOOR PLAN AND GO TO NEAREST EXITWALK WITHOUT RUNNINGIF LEAVING A ROOM SHUT THE DOOR BEHIND YOUKNOW WHERE TO REPORT OUTSIDE THE BUILDING <p>⊗ "YOU ARE HERE"</p>	<ul style="list-style-type: none">MOVE TOWARD THE CENTER OF BUILDING AWAY FROM ALL EXTERIOR WALLS AND GLASSLEAVE EXTERIOR OFFICES. CLOSE THE DOOR AND MOVE TO ENCLOSED, INTERIOR ROOMS (RESTROOM, BREAK ROOM, ETC.)IF YOU ARE IN TRANSIT WITHIN THE BUILDING, TAKE THE STAIRS TO THE LOWER LANDING (DO NOT GO TO FIRST FLOOR LOBBY OR EXIT THE BUILDING)IF YOU ARE CAUGHT IN AN OUTSIDE PERIMETER OFFICE, SEEK PROTECTION UNDER A DESK

ORIGINAL FLOOR PLAN

Electrical room and generator pads permitted and added to the building are not depicted.

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LEASE SUMMARY

Lease Term: June 1, 2025 to May 31, 2035 – 10 Years

Renewal Options: One (1) option to renew for one (1) year with 60 days prior notice and a 3% increase to base rent rate

Rent Schedule: Due on the 1st of each month

YEAR	LEASE DATES	NNN RENT RATE
1	June 1, 2025 to May 31, 2026	\$7,200
2	June 1, 2026 to May 31, 2027	\$7,416
3	June 1, 2027 to May 31, 2028	\$7,638
4	June 1, 2028 to May 31, 2029	\$7,868
5	June 1, 2029 to May 31, 2030	\$8,104
6	June 1, 2030 to May 31, 2031	\$8,346
7	June 1, 2031 to May 31, 2032	\$8,597
8	June 1, 2032 to May 31, 2033	\$8,855
9	June 1, 2033 to May 31, 2034	\$9,121
10	June 1, 2034 to May 31, 2035	\$9,395

Security Deposit: \$7,200

Permitted Lease Use: General office use only

NNN Terms:

Lessee agrees to reimburse Lessor for one hundred percent (100%) of all costs of operating the Premises and maintaining the building and related parking areas, provided that any increase of expenses does not exceed five percent (5%) increase from the previous year's NNN expenses. The cap rate of five percent (5%) does not apply to property insurance and real property taxes.

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NNN expenses shall include, without limitation, real estate taxes and assessments, management fees, operating materials and supplies, service agreements and charges, lawn care, restriping, repairs, repaving, and insurance, and all other direct and indirect costs of operating and maintaining the building and related building and parking areas, unless expressly excluded from operating expenses.

Operating Expenses shall not include any amount related to (i) a capital account or capital improvement; (ii) ground leases; (iii) principal or interest payments on any mortgage or deed of trust on the Premises; (iv) any amount for which Lessor is reimbursed through insurance, by third persons, or directly by other Lessees of the Premises; (v) repair costs as a result of fire, windstorm, or other casualty; (vi) leasing commissions and other expenses incurred in connection with leasing any other area located on the premises to any other party; and (vii) costs of items and services for which Lessee reimburses Lessor or pays third persons directly.

Lessee shall be responsible for direct payment for security services for the Premises and for direct payment of the City of Tallahassee utility and city service bills and any other utilities including but not limited to heating, electricity, water, waste disposal, sewage.

Before the start of each full or partial Operating Year, Lessor shall give Lessee an Operating Expense Estimate. On the same date that Fixed Rent is due, Lessee shall pay Lessor an amount equal to 1/12th of the Lessee's Share of Operating Expenses for such Operating Year, as shown on the Operating Expense Estimate.

Within 60 days after the end of each Operating Year, Lessor shall furnish to Lessee a reconciliation statement showing in reasonable detail the actual or prorated Lessee's Share of Operating Expenses incurred by Lessor during such Operating Year. Any amount due Lessee shall be credited against installments of Lessee's Share of Operating Expenses next coming due, and any deficiency shall be paid by Lessee to Lessor together with the next installment of Lessee's Share of Operating Expenses.

Right of First Refusal:

At any time during the term of this Lease Agreement Lessee shall have the right of first refusal to buy the Premises from Lessor. If at any time during the Lease, Lessor receives an offer to purchase the Premises, before Lessor may accept said offer, Lessor must first give Lessee notice of such offer. Lessee shall have 30 days from receipt of notice of said offer to give Lessor notice of Lessee's agreement to purchase the Premises on the same terms and conditions of said offer in writing and closing of Lessee's purchase shall take place no more than 45 days after Lessee's notice. If Tenant does not exercise this first right of refusal and landlord does sell the property to a third party during the term of this Lease, this Lease will remain in full force and effect following said sale, but this right of first refusal provision shall terminate and be of no further force or effect.

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Section 10-253 OR-3 Office Residential District

The following applies to the OR-3 Office Residential District:

	PERMITTED USES		
1. District Intent	2. Principal Uses		3. Accessory Uses
<p>The OR-3 district is intended to be located within areas designated Suburban on the Future Land Use Map of the Comprehensive Plan in areas where employment and residential uses are encouraged to locate in close proximity to each other. The provisions of this district are intended to promote urban density and intensity of residential and office uses and the mixing of permitted uses to promote the use of public transit and the efficient use of public infrastructure. Off-street parking facilities in the OR-3 district shall be located and designed to promote convenient access to pedestrian and mass transit facilities. A variety of housing types, compatible non-retail activities of moderate intensity, retail commercial activities (limited to the ground floor), and certain community and recreational facilities related to office or residential uses are permitted in the OR-3 district. The maximum gross density allowed for new residential development in the OR-3 district is 20 dwelling units per acre, while the minimum gross density allowed is 8 dwelling units per acre, unless constraints of concurrency or preservation and/or conservation features preclude the attainment of the minimum densities.</p> <p>Development standards for properties located within the MMTD are established within Division 4 of this Code.</p>	<ul style="list-style-type: none"> (1) Banks and other financial institutions. (2) Broadcasting studios. (3) Community facilities related to office or residential facilities, including libraries, religious facilities, vocational, police/fire stations, elementary, middle, and high schools. Other community facilities may be allowed in accordance with Section 10-413 of these regulations. (4) Day care centers. (5) Golf courses. (6) Hotels and motels, including bed and breakfast inns. (7) Medical and dental offices and services, laboratories, and clinics. (8) Multiple-family dwellings. (9) Non-medical offices and services, including business and government offices and services. (10) Nursing homes, including other residential care facilities. (11) Off-street parking facilities. 	<ul style="list-style-type: none"> (12) Passive and active recreational facilities. (13) Personal services. (14) Rooming Houses. (15) Single-family attached dwellings. (16) Single-family detached dwellings. (17) Social, fraternal, recreational clubs and lodges, and assembly halls. (18) Studios for photography, music, art, dance, drama, and voice. (19) Two-family dwellings. (20) Veterinary services, including veterinary hospitals. (21) Zero-lot line single-family detached dwellings. (22) Any use permitted in the C-1 & C-2 districts with the exception of Billboards (and is not listed in uses 1-21 above), provided that the use is on the first floor of a multi-story building containing office and/or residential uses on any of the floors above the first floor. 	<ul style="list-style-type: none"> (1) A use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure and which comprises no more than 33 percent of the floor area or cubic volume of the principal use or structure, as determined by the Land Use Administrator. (2) Light infrastructure and/or utility services and facilities necessary to serve permitted uses, as determined by the Land Use Administrator.

DEVELOPMENT STANDARDS									
Use Category	4. Minimum Lot or Site Size			5. Minimum Building Setbacks				6. Maximum Building Restrictions	
	a. Lot or Site Area	b. Lot Width	c. Lot Depth	a. Front	b. Side-Interior Lot	c. Side-Corner Lot	d. Rear	a. Building Size (excluding gross building floor area used for parking)	b. Building Height (excluding stories used for parking)
Single-Family Detached Dwellings	5,000 square feet	50 feet	100 feet	15 feet	7.5 feet on each side; or any combination of setbacks that equals at least 15 feet, provided that no such setback shall be less than 5 feet	15 feet	25 feet	not applicable	3 stories
Two-Family Dwellings	8,500 square feet	70 feet	100 feet	15 feet	same as single-family above	15 feet	25 feet	not applicable	3 stories
Single-Family Attached Dwellings	1,600 square feet; avg. of 2,000 square feet	16 feet	none	15 feet	none	15 feet	25 feet	not applicable	3 stories
Rooming Houses	5,000 square feet	50 feet	100 feet	15 feet	7.5 feet on each side; or any combination of setbacks that equals at least 15 feet, provided that no such setback shall be less than 5 feet	15 feet	25 feet	not applicable	3 stories
Multiple-Family Dwellings	10,000 square feet	80 feet	100 feet	15 feet	15 feet on each side	15 feet	10 feet	not applicable	3 stories
Zero-Lot Line Single-Family Detached Dwellings	3,750 square feet	30 feet interior lot; 40 feet corner lot	100 feet	20 feet	0 feet one side; 5 feet other side	15 feet	25 feet	not applicable	3 stories
Any Permitted Principal Non-Residential Use	12,000 square feet	60 feet	100 feet	15 feet	15 feet on each side	15 feet	10 feet	20,000 square feet of gross building floor area per acre (SEE NOTE 4)	3 stories (SEE NOTE 4)
7. Street Vehicular Access Restrictions: Properties in the OR-3 zoning district may have vehicular access to any type of street. However, in order to protect residential areas and neighborhoods from non-residential traffic, vehicular access to a local street is prohibited for C-2 uses, not specifically listed as one of the principal uses above, if one of the following zoning districts is located on the other side of the local street: RA, R-1, R-2, R-3, R-4, R-5, MH, MR-1, RP-1, RP-2, RP-MH, RP-UF, and RP-R.									

GENERAL NOTES:

1. If central sanitary sewer is not available, residential development is limited to a minimum of 0.50 acre lots and non-residential development is limited to a maximum of 2,500 square feet of building area. Community service facilities are limited to a maximum of 5,000 square feet of building area or a 500 gallon septic tank. Also, refer to Sanitary Sewer Policy 2.1.12 of the Comprehensive Plan for additional requirements.
2. Refer to chapter 5, environmental management for information pertaining to the regulation of environmental features (preservation/conservation features), stormwater management requirements, etc.
3. Refer to chapter 4, concurrency management for information pertaining to the availability of capacity for certain public facilities (roads, parks, etc.).
4. In properties formerly designated as Mixed Use C in the Future Land Use Map, the maximum non-residential gross building floor area is 40,000 square feet per acre and the maximum building height is six stories, if parking structures are provided for at least 50% of the parking spaces.

TRIPLE NET LEASE AGREEMENT

THIS TRIPLE NET LEASE AGREEMENT (hereafter “the Lease”) is entered into this XXX day of June 2025, by and between **RCL BUILDING MANAGEMENT LLC**, whose mailing address is 752 Promenade Pointe Dr., St Augustine Fl 32095 (hereafter “LESSOR”) and [REDACTED] whose mailing address is 1816 Old St Augustine Rd, Tallahassee, FL 32301 (hereafter “LESSEE”).

HEREINAFTER, the Lessor and Lessee (“Parties”) agree to enter into an Agreement for the leasing of commercial real estate in accordance with the following terms:

- 1. PREMISES.** The Lessee agrees to rent the property located at **1816 Old St Augustine Rd.**, Tallahassee, Florida with a building on the premises approximately 6,900 sf in size (hereafter “the Building”), a parking and driveway area and right of ingress and egress (hereafter “the Premises”), all as shown on the attached Exhibit “A”
- 2. INITIAL TERM.** The Premises are leased for a term (hereafter “the Initial Term”) to commence on June 1, 2025 (the “Commencement Date”) and to end on May 31, 2035 (the “Expiration Date”), for a term of ten (10) years.
- 3. RENEWAL TERM.** Lessee shall have the option, in its sole discretion, to renew the Lease for an extended term of one (1) additional one (1) year period (the “Renewal Term”). The Initial Term and the Renewal Term may hereinafter be referred to as the “Term.” Lessee shall exercise its renewal option, if at all, by giving written notice to Lessor not less than sixty (60) days prior to the expiration of the initial Term. The Renewal Term shall be on the same covenants, conditions and provisions as provided in this Lease, except that the Base Rent shall be increased by three (3%) percent.
- 4. MONTHLY RENT.** As consideration for this Lease and the services to be provided by Lessor, beginning on the Commencement Date, Lessee shall pay to Lessor at its offices as stated above (or at such other place as Lessor shall designate in writing to Lessee) the rent due for the Premises as specified below (hereafter “the Rent”) in advance during the Term of this Lease, and without demand, offset or deduction, except as otherwise provided herein, promptly on the first (1st) day of each month and not later than the fifth (5th) day of each month. Lessee shall also pay all sales tax due on the Rent.

From <u>June 1, 2025</u> to May 31, 2026.	Monthly Rent: \$7,200
From June 1, 2026 to <u>May 31, 2027</u> .	Monthly Rent: \$7,416
From <u>June 1, 2027</u> to <u>May 31, 2028</u> .	Monthly Rent: \$7,638

From <u>June 1, 2028</u> to May 31, 2029.	Monthly Rent: \$7,868
From June 1, 2029 to <u>May 31, 2030</u> .	Monthly Rent: \$8,104

From <u>June 1, 2030</u> to <u>May 31, 2031.</u>	Monthly Rent: \$8,346
From <u>June 1, 2031</u> to May 31, 2032.	Monthly Rent: \$8,597
From June 1, 2032 to <u>May 31, 2033.</u>	Monthly Rent: \$8,855
From <u>June 1, 2033</u> to <u>May 31, 2034.</u>	Monthly Rent: \$9,121
From <u>June 1, 2034</u> to May 31, 2035.	Monthly Rent: \$9,395

5. SECURITY DEPOSIT. The Lessee shall be required to pay: \$7,200.00 as a non-interest-bearing security deposit to secure the performance by Lessee of the provisions and conditions of this Agreement ("Security Deposit"). The Lessee shall pay the Security Deposit to the Lessor at the execution of this Agreement. In the event Lessee fails to pay the Rent or otherwise defaults on any provision herein, Lessor may apply the whole or any part of the Security Deposit to the payment of any sum in default or any of Lessee's damages as a result of default. If any portion of the Security Deposit is applied, Lessee, upon demand by Lessor, shall deposit an amount sufficient to return the Security Deposit to its original amount. Should Lessee comply with all of the covenants and conditions of this Agreement, the Security Deposit or any balance thereof shall be returned to within sixty (60) days of the expiration of the Term.

5. LATE CHARGES; SERVICES CHARGES. Lessee acknowledges that late payment by Lessee to Lessor of any Rent due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs may include, without limitation, processing and accounting charges and late charges that may be imposed on Lessor under the terms of any Mortgage. Accordingly, if any Rent is not received by Lessor by the fifth (5th) day of the month it is due, Lessee shall, in addition to payment of the Rent due, pay to Lessor a late charge equal to five percent (5%) of the overdue rental payment. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs incurred by Lessor by reason of the late payment by Lessee. Acceptance of any late charge by Lessor shall in no event constitute a waiver of Lessee's default with respect to the overdue amount in question, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder. Any check received by Lessor from Lessee that is returned for insufficient funds shall require Lessee to pay Lessor a service charge of \$35.00 per returned check.

6. USE AND OCCUPANCY. Lessee shall use and occupy the Premises as general office space and for no other purpose. Lessee shall not occupy nor use all or any part of the Premises nor permit or suffer the Premises to be occupied or used for any purpose other than as provided for in this Lease, nor for any unlawful or disreputable purpose, nor for any extra hazardous purpose on account of fire or other casualty.

7. POSSESSION. Possession shall commence on June 15, 2025, unless otherwise agreed upon. Lessor shall use due diligence to give possession as nearly as possible at the beginning of the Term. Initial Rent and Operating Expenses shall be prorated taking into account any delay in providing possession and shall be due at the time of possession, but the Term shall not be extended as a result of such delay. Lessee shall make no other claim against Lessor for the delay in obtaining possession of the Premises.

8. ACCEPTANCE OF LEASED PREMISES. Lessee by entry under this Lease accepts the Premises as being in good and sanitary condition, and in good repair and completely suitable for Lessee's uses as permitted herein. Lessee hereby agrees to take possession of Premises in **"AS IS"** condition.

9. INDEMNITY AND LIABILITY INSURANCE. Lessee shall indemnify, defend and hold Lessor harmless from all loss, liability, costs, damages, and expenses that may occur or be claimed with respect to any person or persons, or property on or to the, resulting from any act done or omission by or through Lessee, its agents, employees, invitees, or any person. Lessee agrees to purchase and maintain in force during the Lease Term, at Lessee's expense, public liability insurance adequate to protect against liability for bodily injury or property damage through public use of or arising out of accidents occurring in, on or about the Premises, in a minimum amount of One Million Dollars (\$1,000,000.00) for each person injured, One Million Dollars (\$1,000,000.00) for any one accident, and One Million Dollars (\$1,000,000.00) for property damage. A certificate of insurance evidencing this coverage shall be delivered to Lessor as soon as practicable following the execution of this Lease. The certificate of insurance will include insurer's agreement to notify Lessor in writing at least thirty (30) days prior to cancellation or refusal to renew any policy. The Lessor shall be included as an additional insured under the insurance policy required in this Section.

10. LESSOR'S RIGHT OF ENTRY. Lessor or Lessor's agent may enter at reasonable hours to inspect or show the Premises to prospective lenders and purchasers, and to do anything Lessor may be required to do hereunder or which Lessor may deem necessary for the good of the Premises or any building of which they are apart. During the last sixty (60) days of the Term, Lessor may display a "For Rent" sign on the Premises and show the Premises to prospective lessees.

11. DAMAGE BY CASUALTY. If during the Term or previous thereto, the Premises shall be destroyed or so damaged by fire or another casualty as to become un-leasable, then, at the option of Lessor, this Agreement shall terminate from the date of such damage or destruction. Lessor shall exercise this option to so terminate this Agreement by notice in writing delivered to Lessee within thirty days after such casualty. Upon such notice, Lessee shall immediately surrender said Premises and all interest therein to Lessor, and Lessee shall pay Rent up until the date of casualty. If Lessor does not elect to terminate this Agreement, this Agreement shall continue in full force and effect, and Lessor shall expeditiously repair the Premises, placing the same in as good a condition as they were at the time of the damage or destruction. Rent shall be prorated taking into account the amount of time Lessee is unable to occupy the Premises. If the Premises are slightly damaged by fire or another casualty but still leasable, then Lessor shall expeditiously repair the same with no rent proration. Lessee may not make a claim for compensation because of any inconvenience or loss of business arising from the necessity of repairing any portion of the building or the Premises.

12. NOTICES. Any notice hereunder shall be sufficient if sent by certified mail and addressed to:

Lessor: 752 Promenade Pointe Dr St Augustine Fl 32095

Lessee: 7901 4th Street N, Suite 300, St. Petersburg, FL 33702

13. OPERATING EXPENSES. Lessor and Lessee agree that this Agreement shall be considered a triple net lease ("NNN"). Lessee agrees to reimburse Lessor for one hundred percent (100%) of all costs of operating the Premises and maintaining the building and related parking areas, provided that any increase of expenses does not exceed five percent (5%) increase from the previous year's NNN expenses. The cap rate of five percent (5%) does **not** apply to property insurance and real property taxes. NNN expenses shall include, without limitation, real estate taxes and assessments, management fees, operating materials and supplies, service agreements and charges, lawn care, restriping, repairs, repaving, and insurance, and all other direct and indirect costs of operating and maintaining the building and related building and parking areas, unless expressly excluded from operating expenses. ("Operating Expenses"). Notwithstanding the foregoing, Operating Expenses shall not include any amount related to (i) a capital account or capital improvement; (ii) ground leases; (iii) principal or interest payments on any mortgage or deed of trust on the Premises; (iv) any amount for which Lessor is reimbursed through insurance, by third persons, or directly by other Lessees of the Premises; (v) repair costs as a result of fire, windstorm, or other casualty; (vi) leasing commissions and other expenses incurred in connection with leasing any other area located on the premises to any other party; and (vii) costs of items and services for which Lessee reimburses Lessor or pays third persons directly. Nevertheless, Lessee shall be responsible for direct payment for security services for the Premises and for direct payment of the City of Tallahassee utility and city service bills and any other utilities including but not limited to heating, electricity, water, waste disposal, sewage.

Before the Lease Commencement Date, and thereafter before the start of each full or partial Operating Year, Lessor shall give Lessee an Operating Expense Estimate. For each month of the Term, on the same date that Fixed Rent is due, Lessee shall pay Lessor an amount equal to 1/12th of the Lessee's Share of Operating Expenses for such Operating Year, as shown on the Operating Expense Estimate.

If Lessor has not furnished Lessee with an Operating Expense Estimate before the start of the Operating Year, Lessee shall continue to pay the monthly sum payable by Lessee for the last month of the preceding Operating Year until an Operating Expense Estimate applicable to such Operating Year is furnished to Lessee, at which time Lessee shall pay the monthly sum specified in the newly furnished Operating Expense Estimate. When Lessor delivers the Operating Expense Estimate to Lessee, Lessor shall also notify Lessee of any deficiency or overpayment in the payments made to date for the Operating Year. If there is a deficiency, Lessee shall pay the amount of such deficiency together with the next monthly payment of Lessee's Share of Operating Expenses. If there has been an overpayment, Lessor shall credit the overpaid amount to the next monthly payment of Lessee's Share of Operating Expenses.

If, at any time during any Operating Year, any one or more of the Operating Expenses are increased (or are projected to increase) to rates or amounts in excess of the rates or amounts used in calculating the Operating Expense Estimate for that Operating Year, then Lessor may issue a revised Operating Expense Estimate. The revised Operating Expense Estimate shall advise Lessee of the amount of the increase in the Operating Expenses, the month in which the increase will become effective, Lessee's Share thereof, and the months for which the increased payments are due. Lessee shall pay the increase to Lessor as part of Lessee's monthly payments of estimated expenses, commencing with the month in which the increase becomes effective.

Within 60 days after the end of each Operating Year, Lessor shall furnish to Lessee a reconciliation statement showing in reasonable detail the actual or prorated Lessee's Share of Operating Expenses incurred by Lessor during such Operating Year. Any delay or failure by Lessor in delivering any Reconciliation Statement shall not constitute a waiver of Lessor's right to require Lessee to pay Lessee's Share of Operating Expenses pursuant hereto, provided such Reconciliation Statement is rendered within four (4) months following the expiration of such Operating Year. Any amount due Lessee shall be credited against installments of Lessee's Share of Operating Expenses next coming due, and any deficiency shall be paid by Lessee to Lessor together with the next installment of Lessee's Share of Operating Expenses. If Lessee shall fail within thirty (30) days following delivery of Lessor's Reconciliation Statement to object in writing to Lessor's determination of Lessee's Share of Operating Expenses for the applicable Operating Year as provided in this Section, the Reconciliation Statement shall be conclusive and binding on Lessee for all purposes.

14. LIENS. Lessee shall keep the Premises and the Building free from any liens arising out of any work performed, material furnished, or obligations incurred by Lessee. In accordance with the applicable provisions of the Florida Construction Lien Law and specifically Section 713.10, Florida Statutes, as may be amended from time to time, no interest of Lessor whether real or personal in the Premises or in the Building or in the underlying land shall be subject to liens for repairs, improvements and/or alterations made by Lessee or caused to be made by Lessee hereunder. Further, Lessee acknowledges that Lessee, with respect to repairs, improvements and/or alterations made by Lessee or caused to be made by Lessee hereunder, shall promptly notify the contractor performing such work of this provision exculpating Lessor from liability for such liens. Notwithstanding the foregoing, if any mechanic's lien or other lien, claim of lien, attachment, judgment, execution, writ, charge or encumbrance is filed against the Premises, the Building or this leasehold, or any alterations, fixtures or improvements therein or thereof, as a result of any work performed by or at the direction of Lessee or any of Lessee's agents, Lessee will discharge same of record within twenty (20) business days after the filing thereof. If Lessee fails to discharge as herein required, Lessee shall be in default under this Lease. In such event, without waiving Lessee's default, Lessor may discharge the same record by payment, bonding or otherwise and may do so without giving Lessee further notice. Upon Lessor's demand, Lessee will promptly reimburse Lessor for all costs and expenses incurred by Lessor. This right to cure shall be in addition to all other available rights and remedies available to Lessor.

15. ASSIGNMENT AND SUBLETTING. Lessee shall not assign, transfer, or encumber this Agreement in any way and shall not sublease the Premises or any part thereof or allow any other person to be in possession thereof without the prior written consent of Lessor, in each instance.

For the purpose of this provision, any transfer of a majority or controlling interest in Lessee (whether in one or more related or unrelated transactions), whether by transfer of stock, consolidation, merger, transfer of a partnership interest or transfer of any or all of Lessee's assets or otherwise, or by operation of law, shall be deemed an assignment of this Agreement. Notwithstanding any permitted assignment or subletting, Lessee shall at all times remain directly, primarily, and wholly responsible and liable for the payment of the Rent herein specified and for compliance with all of its other obligations under the terms and provisions of this Agreement.

16. SIGNAGE AND ALTERATIONS. Lessee shall not place any signs, billboards, or advertisements upon the Premises without the prior written consent of Lessor. Lessee is responsible for the costs of any permitted signage. Lessee shall not make any material or structural alterations or additions in or to the Premises without the prior written consent of Lessor.

17. SMOKING. Smoking shall not be permitted in the Building (including the Premises) nor within 25 feet of the main entrance of the Building. Lessee hereby agrees that it shall be responsible for conveying to and enforcing this policy by its employees, agents, licensees, invitees and guests.

18. TOXIC OR HAZARDOUS MATERIALS. Lessee shall not store, use, or dispose of any toxic or hazardous materials in, on, or about the Premises without the prior written consent of Lessor. Lessee shall be solely responsible for and shall defend, indemnify and hold Lessor, and its agents and employees, harmless from and against all claims, costs, and liabilities, including attorney's fees and expenses, arising out of or in connection with the Lessee storage, use, or disposal of any toxic or hazardous material in, on, or about the Premises. Lessee's obligations under this paragraph shall survive the termination of this Agreement.

19. CONDITION OF PREMISES AT SURRENDER. At the end of the Term, Lessee, at its expense, shall (i) surrender the Premises in the same condition as existed at the time the commencement of the Term, reasonable wear and tear excepted; (ii) have removed all of Lessee's property from the Premises; (iii) have repaired any damage to the Premises caused by the removal of Lessee's Property; and (iv) leave the Premises free of trash and debris and the building in "broom clean" condition.

20. PERSONAL PROPERTY. Lessor shall not be liable for any loss or damage to any inventory, goods, fixtures, improvements, or personal property of Lessee on or about the Premises.

21. COMPLIANCE WITH LAW. Lessee shall comply with all laws, ordinances, regulations and other legal requirements affecting the Premises and the use thereof, and Lessee shall indemnify, defend and hold Lessor harmless from expense or damage resulting from failure to do so.

22. FIXTURES. Except for Lessee's personal property and trade fixtures, all buildings, repairs, alterations, additions, improvements, installations, and other non-trade fixtures installed or erected on the Premises, whether by or at the expense of Lessor or Lessee, shall belong to Lessor and shall remain on and be surrendered with the Premises at the expiration or termination of this Agreement. However, at Lessor's option, Lessee shall remove Lessee's alterations or improvements prior to the expiration of this Agreement and return the Premises to its original condition.

23. EMINENT DOMAIN. Should all or a part of the Premises be taken under eminent domain so that the Premises are unsuitable, in Lessee's reasonable opinion, for Lessee's use, then the term of this Agreement shall terminate as of the date that title shall vest in the acquiring authority and the Rent and other charges shall be adjusted as of the date of such taking. The Lessor shall be entitled to the proceeds of the eminent domain award made to Lessor. Nothing herein shall be construed to prevent Lessee from pursuing a claim against the requisite authority for Lessee's independent loss or damages to the extent available, provided, however, that no award to Lessee shall reduce the award to Lessor. Lessee shall have no claim against Lessor for the value of the unexpired term of this Agreement.

24. WAIVER OF SUBROGATION. The parties will each look to their own insurance for recovery of any loss resulting from fire or another casualty. Lessor and Lessee release one another from such claims and waive any right of recovery of insured claims by anyone claiming through them, by way of subrogation or otherwise, including their respective insurers. This release and waiver shall remain effective despite either party's failure to obtain insurance. If either party fails to obtain insurance, it bears the full risk of its own loss.

25. DEFAULT AND REMEDIES. If: (a) Lessee fails to comply with any term, provision, condition, or covenant of this Agreement; (b) Lessee deserts or vacates the Premises; (c) any petition is filed by or against Lessee under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; (d) Lessee becomes insolvent or makes a transfer in fraud of creditors; (e) Lessee makes an assignment for the benefit of creditors; or (f) a receiver is appointed for Lessee or any of the assets of Lessee, then in any of such events, Lessee shall be in default and Lessor shall have the option to do any one or more of the following: (i) enter the Premises either with or without process of law and to expel, remove and put out Lessee or any other persons thereon, together with all personal property; (ii) terminate this Agreement; (iii) Rent said Premises or any part thereof for such term or terms and at such terms and conditions as Lessor in its sole discretion may deem advisable, with the right to repair, renovate, remodel, redecorate, alter, and change said Premises. At the option of Lessor, rents received by Lessor from such reletting shall be applied in order as follows: to the payment of any indebtedness from Lessee to Lessor other than Rent due; to the payment of any costs and expenses of such reletting, including, but not limited to, attorney's fees, advertising fees, and brokerage fees, and to the payment of any

repairs, renovation, remodeling, redecorations, alterations, and changes in the Premises; to the payment of Rent and additional Rent due and payable hereunder and interest thereon; and, if after applying said rentals there is any deficiency in the Rent and additional rent and interest to be paid by Lessee under this Agreement, Lessee shall pay any such deficiency to Lessor and such deficiency shall be calculated and collected by Lessor monthly. No such re-entry or taking possession of said Premises shall be construed as an election on Lessor's part to terminate this Agreement unless a written notice of such intention is given to Lessee. Notwithstanding any such re-letting without termination, Lessor may at any time terminate this Agreement by reason of any default, in addition to any other remedy it may have.

26. HOLDING OVER. In the event of holding over by Lessee subsequent to the expiration or other termination of this Lease and without Lessor's written consent, Lessor shall have the option to treat Lessee as a Lessee from month-to-month, subject to all of the provisions of this Lease except the provision for the Term, and Lessee shall pay Lessor the maximum amount permitted by law for such holdover period. Failure of Lessee to remove fixtures, furniture, furnishings or trade fixtures which Lessee is required to remove under this Lease shall constitute a failure to vacate to which this Section 26 shall apply so long as the property not removed will substantially interfere with occupancy of the Premises by another Lessee or with occupancy by Lessor for any purpose including preparation for a new Lessee.

27. LESSOR'S RIGHT TO CURE LESSEE'S BREACH. If Lessee breaches any covenant or condition of this Lease, Lessor may, on reasonable notice to Lessee, except that no notice need be given in case of emergency, cure such breach at the expense of Lessee. The reasonable amount of all expenses, including attorneys' fees, incurred by Lessor in so doing, whether paid by Lessor or not, shall be deemed additional rent payable on demand.

28. LIMITATION OF LIABILITY. Lessor's obligations and liability with respect to this Lease shall be limited solely to Lessor's interest in the Building, as such interest is constituted from time to time, and neither Lessor nor any officer, director, shareholder, manager, member or partner of Lessor shall have any personal liability whatsoever with respect to this Lease.

29. LESSOR'S PERFORMANCE OF LESSEE'S OBLIGATIONS. The performance by Lessor of any obligation required of Lessee under this Lease will not be construed to modify this Lease, nor will it create any obligation on the part of Lessor with respect to any performance required of Lessee under this Lease, whether Lessor's performance was undertaken with the knowledge that Lessee was obligated to perform, or whether Lessor's performance was undertaken as a result of mistake or inadvertence.

30. WAIVER. The rights and remedies of Lessor under this Agreement, as well as those provided by law, shall be cumulative, and none shall be exclusive of any other rights or remedies. A waiver by Lessor of any breach or default of Lessee shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default. It is agreed that the acceptance by Lessor of any installment of Rent subsequent to the date the same should have been paid shall

not alter the covenant and obligation of Lessee to pay subsequent installments of Rent promptly upon the due date. Receipt by Lessor of partial payment after Lessee's default shall not be construed to be or constitute a cure of any such default. No receipt of money by Lessor before or after the termination of this Agreement shall in any way reinstate, continue, or extend the term above demised.

31. SUBORDINATION. This Agreement shall be subject and subordinate at all times to any existing mortgages and any mortgages hereinafter obtained on the Premises.

32. ATTORNMENT. In the event Lessor or any successor owner of the Premises shall sell or otherwise convey the Premises, all liabilities and obligations on the part of the Lessor or successor owner under this Lease accruing thereafter shall terminate and thereupon all such liabilities and obligations shall be binding upon the new owner. Lessee shall attorn to such new owner.

33. SUCCESSORS. The provisions, covenants, and conditions of this Agreement shall bind and inure to the benefit of the legal representatives, heirs, successors, and assigns of each of the parties hereto, except that no assignment or subletting by Lessee without the written consent of Lessor shall vest any rights in the assignee or sublessee of Lessee.

34. QUIET POSSESSION. Lessor agrees, so long as Lessee fully complies with all of the terms, covenants, and conditions of this Agreement, that Lessee shall and may peaceably and quietly have, hold, and enjoy the Premises for the Term. Such right to quiet enjoyment shall be binding upon Lessor, its heirs, successors, or assigns, but only during such party's ownership of the Premises.

35. AUTHORITY. Lessor and Lessee further covenant and represent that each has full right, title, power, and authority to make, execute, and deliver this Agreement.

36. FORCE MAJEURE. Notwithstanding anything to the contrary herein, Lessor shall not be required to perform any covenant or obligation in this Lease, or be liable in damages to Lessee, so long as the performance or nonperformance of the covenant or obligation is delayed, caused or prevented by an act of God or force majeure. An "act of God" or "force majeure" is defined for purposes of this Lease as strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, moratoria, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which prevents construction), acts of the public enemy, wars, insurrections and any other cause not reasonably within the control of Lessor and which by the exercise of due diligence Lessor is unable, wholly or in part, to prevent or which overcome.

37. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties, and no modification of this Agreement shall be binding upon the parties unless evidenced

by an agreement in writing signed by Lessor and Lessee after the date hereof. If more than one Lessee is named herein, the provisions of this Agreement shall be applicable to and binding upon such Lessees, jointly and severally.

38. BROKERS. Lessee represents that it has not worked with any real estate broker, salesperson, or finder in connection with this Lease, and no such other person initiated or participated in the negotiation of this Lease or showed the Premises to Lessee. Lessee hereby agrees to indemnify and hold harmless Lessor, its agents, and employees, from and against any and all liabilities and claims for commissions and fees arising out of a breach of the foregoing representation. Lessor represents that it was not represented by any non-related party and that Lessor has not worked with any real estate broker, salesperson or finder in connection with this Lease, and no such person initiated or participated in the negotiations of this Lease or showed the Premises to Lessee. Lessor hereby agrees to indemnify and hold harmless Lessee, its agents, and employees, from and against any and all liabilities and claims for commissions and fees arising out of a breach of the foregoing representation.

39. ESTOPPEL CERTIFICATES. Lessee shall at any time upon written notice by Lessor, with notice providing Lessee no less than ten (10) days, execute, acknowledge, and deliver to Lessor or to any lender of or purchaser from Lessor a statement in writing certifying that this Agreement is unmodified and in full force and effect (or if modified, stating the nature of such modification) and the date to which the Rent and other charges are paid in advance, if any, and acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrances of the Premises or of the business of Lessor.

40. TIME OF THE ESSENCE. Time is of the essence of each, and every provision, covenant, and condition contained in this Lease.

41. ATTORNEY'S FEES AND COSTS. Should suit be brought for the recovery of possession of the Premises, or for rent or any other sum due Lessor under this Lease, or because of the breach of any of Lessee's or Lessor's covenants under this Lease, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including such fees and costs on appeal.

42. COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which will be an original, and all of which constitutes one and the same Lease.

43. WAIVER OF JURY TRIAL. The parties waive trial by jury in any action or proceeding brought in connection with this Lease or the Premises.

44. MISCELLANEOUS: This Lease shall be governed by Florida law and constitutes the entire agreement between Lessor and Lessee regarding the leasing of the Premises. This Lease shall only be amended by a written instrument which is fully executed by the parties to this Lease. The section headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions. This Lease shall not be

construed more strongly against the party responsible for drafting this Lease. Venue for any litigation involving this Lease shall be in Leon County, Florida.

45. RIGHT OF FIRST REFUSAL. At any time during the term of this Lease Agreement Lessee shall have the right of first refusal to buy the Premises from Lessor. If at any time during the Lease, Lessor receives an offer to purchase the Premises, before Lessor may accept said offer, Lessor must first give Lessee notice of such offer. Lessee shall have 30 days from receipt of notice of said offer to give Lessor notice of Lessee's agreement to purchase the Premises on the same terms and conditions of said offer in writing and closing of Lessee's purchase shall take place no more than 45 days after Lessee's notice. If Tenant does not exercise this first right of refusal and landlord does sell the property to a third party during the term of this Lease, this Lease will remain in full force and effect following said sale, but this right of first refusal provision shall terminate and be of no further force or effect.

IN WITNESS WHEREOF, the parties execute this Agreement below on the dates indicated.

LESSOR:

RCL BUILDING MANAGEMENT LLC

DocuSigned by:


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Christophe Reglat, Manager

Date: 6/12/2025

LESSEE:




CEO 7C774040C4A141E...

Date: 6/12/2025