



LEASE ABSTRACT

Candia Tower

Tenant Information

Lease Name	Richard Brothwell
Initial Term	Month to Month
Suite Number	490
Mail Box	N/A
Square Feet	375

Contact Information

Contact Name	Richard Brothwell
Address	2655 Cobbs Way Palm Harbor, FL 34684
Phone Number	(727) 365-2847
Email	charges@tampabay.rr.com

Recurring Charges

Description	Base	Sales Tax	Total
Rent	\$375.00	\$24.38	\$399.38
Telecom	\$0.00	\$0.00	\$0.00
Furniture	\$0.00	\$0.00	\$0.00
Total	\$375.00	\$24.38	\$399.38

Lease Information

Lease Date	October 27, 2021
Move In Date	October 1, 2021
Security Deposit	\$468.75
Telecom Setup Fees	\$0.00
Lease Date	October 27, 2021

Signage

Directory	**
Door Sign	

Due at Lease Signing

Total: \$868.13 CC Fee: \$43.41 With CC Fee: \$911.53

Telecom Services

Package: None - No Telecom Package Selected	
Phone Lines: 0	EFaxes: 0
Phone Answering: <input type="checkbox"/>	Power Adapters: 0
Internet Access: <input checked="" type="checkbox"/>	Static IPs: 0
Mirror Devices: 0	TV Service: <input type="checkbox"/>

Additional Agreements, Improvements, Concessions, & Notes

Candia Tower

EXECUTIVE SUITE LEASE AGREEMENT

This lease agreement is made this 27th of October, 2021 between Richard Brothwell hereinafter referred to as Tenant and Candia Tower, LLC (hereinafter referred to as Landlord.) Now, therefore, in consideration of mutual premises, covenants, and conditions set forth below, the Landlord and Tenant agree as follows.

1. **DEMISING CLAUSE:** Tenant hereby leases from the Landlord the real property described as SUITE 490 consisting of approximately 375 sq. ft. of the Executive Offices at Candia Tower, located on the Fourth floor of 2435 US Highway 19, Holiday, FL 34691.
2. **TERM:** This lease is on a month to month basis commencing on October 1, 2021. This lease will automatically renew on the first of each subsequent month on a month to month basis. TERMINATION REQUIRES 30 DAYS WRITTEN NOTICE IN ADVANCE OF NEXT RENEWAL TERM.
3. **RENT:** During the term of this lease, the Tenant hereby covenants and agrees to pay Landlord as rent the total sum of \$375.00 PLUS APPLICABLE SALES TAX 6.5% (\$24.38) FOR A TOTAL OF \$399.38 without request or demand. PAYABLE IN ADVANCE the first of every month. Checks are payable to CANDIA TOWER, LLC
4. **SALES TAX:** The Sales Tax rate is currently 6.5% and is subject to change with or without notice from Landlord to Tenant. Any changes in Sales Tax
5. **TELECOM SERVICES:** In addition to the above stated base rent, Tenant shall pay \$0.00 plus Sales Tax of \$0.00 for a total of \$0.00 to Landlord any additional fees in the telecom agreement attached as "Exhibit B" as additional rent. Tenant further agrees to pay a one time set up fee of \$0.00
6. **LATE PAYMENTS:** Should Tenant fail to pay any installment of annual rent, or any other sum payable to Landlord under the terms of this Lease by the fifth (5th) of the month, the following late charges to cover the extra expense involved in handling such delinquency shall be paid as additional rent by Tenant to Landlord at the time of payment of the delinquent sum. If the lease payment has not been made by the 15th of the month, the Lease is canceled and Tenant has Fifteen (15) days to remove their property or it is considered abandoned. Should lease be canceled as per the terms of this provision, any early termination fees shall become due immediately.
 - Late Fee: 15% of current month's unpaid charges.
 - NSF CHEQUES: \$50.00 plus any associated late fees
7. **PERMITTED USE:** Tenant agrees that the leased premises shall be used only as an office or sales room and for no other purposes. Tenant shall have access to the leased premises during normal working hours, and at any other time. The building is a Smoke Free building. No tampering with any phone system including wall jacks. Tenant agrees to abide by the Rules and Regulations as set forth in "Exhibit A". Tenant understands and agrees that the Rules and Regulations in "Exhibit A" are subject to change with or without notice. The most current rules and regulations shall be available through the online rent management system, currently Commercial Café.
8. **SERVICES PROVIDED:** Subject to availability, Landlord agrees to provide the Tenant during the term of the Lease and during business hours these services: (8am-5pm, M-F) Landlord assumes no responsibility for loss of services for any reason.
 - Internet Service

- Use of conference rooms eight (8) Hours per month. Subject to the following terms and conditions:

1. Included Conference rooms are:

- At the 801 West Bay Center:
 - First Floor: Small and Large
 - Third Floor: Large
 - Fourth Floor: Small and Large
 - At Candia Tower:
 - First Floor: Large
 - Refer to Paragraph 19 of the attached Rules and Regulations for each hour over 8.
 - All conference rooms are on a first come first serve basis and require reservation through the receptionist.
- Daily handling of incoming and outgoing mail.
 - Use of kitchen facilities.
 - Company name listed on building directory.
 - Free Notary and Witness Service

9. **SERVICES PROVIDED AT A CHARGE:** The Landlord shall make available to the Tenant additional services, and the Tenant shall pay to the Landlord the charge specified for each service upon monthly invoicing by Landlord. Landlord assumes no responsibility for any disruption of services and makes no warranty as to availability or suitability. Services provided during normal business hours. Prices and Services listed on Exhibit A.1. *Prices are subject to change without notice. Please call for most recent pricing.*

10. **FURNITURE:** Landlord may provide Tenant with leased furnishings subject to terms of "Exhibit C", if requested; however, Tenant shall bear and pay to the Landlord throughout the term of the lease a charge of \$0.00 for furnishings in the Tenant's suite.

11. **SIGNS:** Landlord has not conveyed to the Tenant any rights in or to the outside walls of the Building of which the Leased Premises forms a part or in windows. Tenant shall not display or erect any lettering, sign, advertising, awning, or other projection in or on the Lease Premises or in/on the Building of which it forms a part, or make any alteration, decoration, additional, or improvement in or to the Leased Premises, or in or to the building of which it forms a part, without the prior written consent of the Landlord. Tenant may provide artwork, logo or other information no larger than 4"x 7" to be displayed in the door sign which Landlord will provide at Landlord's cost.

12. **INTERNET ACCESS:** Tenant acknowledges and agrees that Landlord is service provider that relies on connectivity and products of third party Internet Service Provider and telecommunications companies, and is therefore not responsible or liable for any part of its services, including interruptions in services, that are due to the acts or omissions of others, or that are otherwise outside of Landlord's reasonable control, and Tenant acknowledges that Landlord makes no warranty of any kind, expressed or implied, regarding the merchantability, fitness, reliability or suitability of its services or products for any particular purpose. Landlord shall have no responsibility for, and Tenant shall have sole responsibility for, any and all telecommunication equipment, computer equipment (including software) or computer network equipment to the wall Ethernet jack inside the Tenant's office, regardless of whether Hub, Router, Network Switch or cable has been supplied by Landlord to Tenant. Tenant further acknowledges that Landlord has no control over the content or reliability of the information, product and content delivered to Tenant over the Internet via Internet network. Under no circumstances shall Landlord be responsible for any damages or losses of the Tenant, including but not limited to special, incidental, consequential, or punitive damages, as a result of any interruption of service, loss of information, theft of information, or any virus, spyware, bug, or other data that reaches Tenant's computer(s) or

server(s) through Landlord's network. Notwithstanding the above, in the event that Landlord is found liable to Tenant for any damages, such damages shall not exceed a sum equal to the amounts that Tenant has paid to Landlord as of the date that the liability was incurred. Tenant shall be solely responsible for maintaining all equipment from the wall Ethernet Jack inside Tenant's office to Tenant's internal LAN and computer(s). Tenant shall not have the right, without the Landlord's express written consent, to make any repairs, modifications, or alterations to any wiring, computer networking equipment or additional services beyond the wall Ethernet Jack inside the premise. Under no circumstances shall Tenant be allowed to connect any and all types of router, network switch, VoIP equipment, computer server(s), computer equipment, any computer(s) or telecommunication equipment that will use excessive bandwidth on Internet connection. In the event Tenant is found to use excessive bandwidth on Internet connection, Landlord shall have the right to (at Landlord's sole and absolute discretion) limit the bandwidth by reprogramming the network switch in which Tenant's internet connection is fed through, charge additional service fee based on bandwidth usage for permission to use such router, network switch, computer server, VoIP equipment or telecommunication equipment, suspend or terminate the internet access service or, at Landlord's sole discretion, may enforce any and all remedies as described. Tenant agrees to comply with all applicable federal and state rules and regulations in the use of Landlord's Internet services and products, as well as to comply with the rules of any network to which Tenant may gain access using Landlord's Internet services. Tenant acknowledges that any proprietary, confidential, or otherwise valuable information that Tenant desires to keep confidential should not be transmitted over any part of the Internet without effective encryption, nor should it reside without firewall protection on server(s) and computer(s) connected to the Landlord's network and/or the Internet. Tenant represents and warrants that it shall not transmit or make available over the Internet any products, information or other materials that are illegal, libelous, tortious, or that violate any third party intellectual property or other rights, or that is likely to result in action against Landlord and/or its Internet Service Provider. Landlord may, at Landlord's election, assist Tenant in resolving connectivity and configuration of IP address as a courtesy to Tenant with the understanding that the Tenant is solely responsible for the operation and configuration of any and all computers residing on the Tenant's office(s). In the event that the Tenant makes any configuration changes to the Tenant's computer and loses connectivity, Landlord shall at the Tenant's request and at Landlord's election, make all reasonable efforts to reconfigure such hardware. Such reconfiguration shall be billed to Tenant at the rate reference under Additional Service Price List. Should Tenant request repairs or support for its internal equipment and networks, such repairs and support shall also be billed to Tenant at the rate reference under Additional Service Price List.

13. **REPAIRS/IMPROVEMENT/MAINTENANCE:** The Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein, the Landlord shall have the obligation after Tenant has taken possession of the leased premises to make any major alterations, improvements or repairs on the equipment, fixtures, plumbing, air conditioning, heating system, appliances, or machinery in, upon or serving same. The Tenant covenants and agrees at his own expense throughout the term to bear routine maintenance and repair expenses incurred in the normal course of use, for the benefit and discretion of the Tenant and Tenant shall not have the right, without the Landlord's express written consent, to paint, paper, redecorate, rewire, or make alterations to or on the leased premises. No structural permanent fixtures, or improvements shall be undertaken without Landlord's consent and all such improvements or fixtures shall become the property of the Landlord upon termination of this lease. Upon expiration of the lease, the Tenant shall at once surrender the premises in as good condition as received, ordinary wear and tear excluded.
14. **RIGHT OF ENTRY:** Tenant shall permit the Landlord or Landlord's agents to enter the premises at reasonable times and upon notice for the purpose of making necessary or convenient repairs, except in case of emergency in which case no notice shall be required.

15. **INDEMNIFICATION:** Landlord shall not be liable for any damage or injury to Tenant, or any other person, or in any property occurring on the premise, or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Landlord, their agents, or their employees. Tenant agrees to hold Landlord harmless from any claims for damages and no matter how caused, except for injury or damages for which Landlord is legally responsible.
16. **POSSESSION:** If Landlord is unable to deliver possession of the premises at the commencement hereof, Landlord shall not be liable for any damage caused thereby, nor shall this agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this agreement if possession is not delivered within one day of the commencement of the term hereof.
17. **CHARGES:** All charges above the rent shall be billed by the Landlord to Tenant on a monthly basis and Tenant shall remit payment within Five (5) days. Should Tenant fail to pay when due, the appropriate late charges as stated in Section 5, shall apply. Any prorated charges shall be based upon a Thirty (30) day month and a Three Hundred Sixty (360) day year.
18. **PERSONAL PROPERTY:** Tenant agrees that any personal property brought into the premises is done so at Tenant's expense and risk, and if any loss or damage occurs, Landlord will not be held liable.
19. **DEFAULT:** If default shall be made in the payment of the rent herein reserved or any part thereof, for a period of three (3) days after the due date of any lease payments; or default shall occur in the due performance or observation of any other covenant, condition or provision of this lease on the part of the Tenant to be performed, kept or observed and if the Tenant shall not have taken and diligently continued to pursue steps to remedy the same within ten (10) days after receipt by the Tenant of written notice from the Landlord specifying the default; then, and in any such case, the Landlord may (a) (a) terminate this Lease by giving written notice to the Tenant of its election to so do, and upon service of such notice this Lease shall forthwith terminate, (b) take possession of the leased premises and re-let the premises for the Tenant's account; (c) accelerate rents due for the remainder of the term while leaving Tenant in possession; all rent to become due immediately upon term of notice by the Landlord. Upon abandonment or vacation of the premises by the Tenant while in default of the payment of rent, the Landlord, his heirs, executors, administrators or assigns shall have the right to immediately thereafter enter and take possession of the property so leased or rented, including all property of the Tenant usually kept on the premises to be thereafter disposed of as provided by law. All property on the premises is hereby subject to a lien in favor of the Tenant to the extent allowed by law. Also, Tenant throughout the remaining term hereof shall pay to the Landlord, each month during the term, the then current excess if any, of the sum of the unpaid rentals and costs, including reasonable attorney's fees, to the Landlord resulting from such default by Tenant over the proceeds, if any, from re-letting.
20. **Tenant'S ACCESS:** Conditioned upon Tenant not being in default, Tenant shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week, 365 days per year, subject to reasonable security measures and except in the event of an emergency, casualty, force majeure or similar event which causes Landlord to limit access to Tenant.
21. **LIENS:** The Tenant agrees to save, defend, and hold the Landlord harmless from any and all liens that might attach to the leased premises on account of labor performed or for materials supplied to the leased premises at the insistence of the Tenant, and agrees to pay or discharge any such liens within thirty (30) days except any liens, the validity of which are being contested diligently by appropriate legal proceedings.
22. **QUIET ENJOYMENT:** At all times during the terms of the Lease, the Tenant shall and may peaceably and quietly hold and enjoy the leased premises free from molestation, invasion or disturbance.

23. **ASSIGNMENT / SUBLEASE:** Tenant shall not assign, sublet or transfer this Lease herein, without the written consent of Landlord, which shall not be unreasonably withheld.
24. **SUCCESSORS BOUND:** Each and all of terms, agreements, covenants and conditions of this Lease shall induce to the benefit of and shall bind only the parties hereto but their respective successors and assigns, subject, however, to the foregoing provisions restricting assignment by the Tenant.
25. **RELOCATION:** Landlord, at its expense at any time before or during the Lease Term, shall be entitled to cause Tenant to relocate from the Premises to equal or better space, containing approximately the same Rentable Area as the Premises (the "Relocation Space") within the Building or adjacent buildings within the same project at any time upon fifteen (15) days prior written notice to Tenant. Should Tenant find the Relocation Space unacceptable in Tenant's sole and absolute discretion, Tenant's only remedy is to terminate this lease with no penalty.
26. **TERMINATION:** Termination requires written notice by either party at least thirty (30) days in advance of the next automatic renewal. This Lease shall terminate on the last day Calendar day of month thirty days following the date Tenant has given notice, or at the option of Landlord, earlier in the event of default under or breach by the Tenant of any of the provisions of this Lease. In the event of such early termination by the Landlord, the Landlord may exercise such other remedies as are set forth elsewhere in this agreement with 30 days written notice.
27. **SURRENDER OF PREMISES:** At the expiration of the tenancy hereby created, Tenant shall surrender the Premises in the same condition as the Premises were in upon the Commencement Date reasonable wear and tear excepted, and damage by unavoidable casualty excepted, and shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Premises. Tenant shall remove all its trade fixtures before surrendering the premises as aforesaid and shall repair any damage to the Premises caused thereby. Tenants obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease. If Tenant fails to remove Tenants Property from the Premises or storage, within 5 days after Surrender of Premises, Landlord may deem all or any part of Tenants Property to be abandoned and title to Tenants Property shall vest in Landlord. Removal of Tenants Property shall be at Tenant's sole cost and expense.
28. **30 DAY TERMINATION:** Notwithstanding anything to the contrary set forth in this Lease, Either Party shall have the right to terminate this Lease at any time within the first 30 days following occupancy for any reason or no reason by providing written notice of such termination to the other party at least fifteen (15) days prior to the effective date thereof.
29. **30 DAY COOLING OFF PERIOD:**Expiring 30 days after occupancy, either party may cancel this Lease with no penalty with written 24 hours notice. Should either Tenant or Landlord exercise this right, the lease is considered terminated 24 hours after written notice and no further obligation by either party. Landlord and Tenant agree that Tenant shall pay \$12.50 per day of occupancy any additional funds will be refunded including prepaid rent and any security deposits due to the tenant.
30. **EARLY TERMINATION:** Conditioned upon Tenant not being in default at the time of exercise, nor Tenant ever being in default (beyond any applicable cure period) of any monetary obligations under this Lease, Tenant shall have the right to terminate (the "Early Termination Right") this Lease at any time in its sole discretion, provided that Tenant shall provide Landlord with its written notice to so terminate 30 days in advance of the Early Termination Date. Should Tenant exercise this Early Termination Right, Tenant shall pay to Landlord a fee

equal to two (2) months rent plus 10%, if there are less than 90 days left in the initial term of this lease the fee shall be equal to one (1) months rent plus 10%.

31. **ATTORNEY FEES:** In any successful action or proceeding, including an appeal, by either of the parties to this Lease against the other to enforce the provisions of this Lease or any exhibit attached hereto, or to recover payment of any claim under to recover damages for the breach of any claim under or to recover damages for the breach of any claim under or to recover damages for the breach of any provision of any of the foregoing, the successful party shall be entitled to recover from the other party all costs and expenses in any such action, including a reasonable attorney's fee to be fixed by the court.
32. **GOOD FAITH:** All duties and obligations under this Lease, and all attempts to enforce rights under this Lease shall be governed by reasonable commercial standards of good faith.
33. **BANKRUPTCY:** Should Tenant make an assignment for the benefit of creditors, file or voluntary bankruptcy or be adjudicated bankrupt, such action shall constitute a breach of this Lease for which Landlord, at its option, may terminate all rights of Tenant or its successors in interest under this Lease.
34. **NOTICES AND RENT:** Any notices which either party may or is required to give, may be given by mailing the same to Landlord at the premises or to the Tenant at the address referenced in Paragraph one above or at Tenant's corporate headquarters since office may not be staffed.
35. **NON WAIVER:** The failure of Landlord to take action with respect to any breach of any term, covenant or conditions herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any proceeding breach by Tenant of any term, covenant or condition of this Lease.
36. **EXHIBITS:** *Exhibit A: Rules and Regulations; Exhibit A.1 Incidental and Conference Room Rates; Exhibit B: Telecom Service Agreement; Exhibit C: Furniture Use Agreement; Exhibit D: Suite and Mailbox Keys;* are hereby attached to this Lease and are a part hereof and are incorporated herein by reference and all provisions of such exhibits shall constitute agreements, promises and covenants of this Lease.
37. **SECURITY DEPOSIT:** Tenant shall deposit with Landlord the sum of \$468.75 as security for the full and faithful performance of every provision of this Lease to be performed by Tenant as well as return of the premises in proper condition at the end of the lease term or on earlier termination and forfeiture as provided herein. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of Rent, Landlord may use, apply or retain all or any part of this security deposit for the payment of any Rent or any other sum in default or for the payment of any other amount which, Landlord may spend or become obligated to spend by reason of Tenant's default. If any portion of said deposit is to be used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a breach of this Lease. Landlord shall not, unless otherwise required by law, be required to keep this security deposit separate from its general funds. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last transferee of Tenant's interest hereunder) at the expiration of the Lease term and upon Tenant's vacation of the Premises. Any security deposit refund shall be within 30 days of Termination but under no circumstance shall any deposit be returned less than 10 days after termination. In the event the Building is sold, the security deposit will be transferred to the new owner.
38. **SIGNATURES:** This Agreement may be signed in counterparts and the Agreement, together with its counterpart signature pages, shall be deemed valid and binding on each party when duly executed by all

parties. Facsimile and electronically scanned signatures shall be deemed valid and binding for all purposes.

39. **SEVERABILITY:** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
40. **RADON GAS:** Radon is a naturally occurring gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
41. **VACATED PREMISES:** Any property left in vacated suites will automatically become the property of Candia Tower, LLC if left there after fifteen (15) days.

Signature Page to Follow

In witness whereof, the parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

Landlord
Candia Tower, LLC

Tenant
Richard Brothwell

signed:

signed:

printed name: Lefteris N. Velivasakis

printed name:

title: Vice President

title:

date:

date:

EXHIBIT A

CANDIA TOWER RULES AND REGULATIONS as of October 27, 2021

1. Tenant shall not obstruct building sidewalks, halls, elevators or use same for any purpose other than access to the Leased Premises. The halls, entrances, elevators, stairways and roof are not for general public use and Landlord retains the right to prevent access thereto of all persons whose presence Landlord judges to be prejudicial to the safety and interest of the building business. Tenants and their employees shall not go up on the roof of the building without written consent of the Landlord.
2. The doors and windows that admit light into the common areas of the building shall not be covered or obstructed. The toilet rooms and other water apparatus shall not be used for any other purpose other than that for which they are constructed. The expense of any stoppage or damage resulting from violation of this rule shall be borne by Tenant who, or whose agents, shall have caused it.
3. If Landlord by written notice to Tenant, shall object to any blind, shade or screen used in connection with any window or door of the Leased Premises, such use shall be forthwith discontinued by Tenant.
4. Tenant shall not move any heavy equipment or bulky matter in or out of the building without Landlord's written consent, which Landlord agrees not to withhold unreasonably. All such movements shall be made during hours which will least interfere with normal operations of the building, and all damage caused by such movement shall be promptly repaired by Tenant at Tenant's own expense. Tenant shall not place a load upon any floor of the Leased Premises which exceeds what such floor was designed to carry and which is allowed by law. Nor shall Tenant load safes or other objects larger or heavier than the building freight elevators can carry. Landlord shall have power to prescribe the weight and position of such safes and other objects, which shall, if considered necessary by Landlord, stand on 3 inch thick wood strips to distribute the weight. Large objects can be moved only at hours designated by the Property Manager.
5. Business machines and mechanical equipment belonging to Tenant which cause noise, vibration or other nuisance that may be transmitted to the Building structure of the Leased Premises so as to interfere with the use and enjoyment of the Tenants of their premises or the building shall be equipped by Tenant at Tenant's cost and expense with vibration eliminators sufficient to eliminate the noise or vibration.
6. No Tenant shall sweep or throw any dirt or other substance into the corridors, elevators or stairways of the Building, and Tenant shall not keep any foul gas or substance in the Building, or permit the building to be used in a manner objectionable to Landlord or other occupants of the Building by reason of noise, odors, or vibrations, or interfere in any way with other Tenants or those having business therein, nor shall any animals or birds be kept in the building.
7. Tenant shall not use or keep in the Building any flammable fluid or use any method of heating other than that supplied by Landlord.
8. If Tenant desires telephone, telegraph, facsimile or the like connections, Landlord will direct where and how the wires are to be introduced. No boring or cutting for wires or otherwise shall be made without directions from Landlord.
9. Tenant, upon the termination of the tenancy, shall deliver to Landlord all the keys which have been furnished Tenant, or which Tenant has had made, and in the event of loss of any keys so furnished or not returned to the Landlord upon termination of the Lease, shall pay Landlord for the cost of re-keying the lock.

10. No Tenant shall lay floor covering except by a material which may easily be removed with water. The use of cement or similar adhesive materials is expressly prohibited. The method of affixing any floor covering to the floor shall be subject to approval by Landlord. The expense of repairing any damage resulting from a violation of this rule shall be borne by Tenant who has caused the damage. All floor covering shall be protected by plastic chair guards provided by Tenant.
11. Tenant shall see that the doors of the Leased Premises and the Building are locked before leaving the Building, the Tenant shall exercise extraordinary care and caution that all water faucets or water apparatus are entirely shut off before Tenant or Tenant's employees leave the Building, and that all electricity shall likewise be carefully shut off, so as to prevent waste or damage, and for any default or carelessness Tenant shall make good all injuries sustained by other Tenants, or occupants of the Building, or Landlord.
12. Tenant shall not alter or install locks or bolts on any door of the Leased Premises without prior written consent of the Landlord. If Landlord shall give its consent, Tenant shall furnish Landlord with a key for such lock.
13. Tenant shall not permit any work to be done in the Leased Premises including moving of goods into or out except by firms acceptable to Landlord.
14. Tenant shall not permit any cooking in Leased Premises with the exception of the use of a microwave with express written permission of the Landlord.
15. Tenant shall immediately notify Landlord of any injury to a person or damage to property within the Building regardless of cause.
16. The delivery of water, newspapers, and other like supplies to Tenants in the Building will be permitted only in a fashion which is not unduly disruptive to the building, other Tenants and during building business hours.
17. Temporary storage of Tenant personal property outside of Leased Premises shall not be allowed without the written permission of Landlord. Tenant shall hold Landlord harmless for any damage or loss of personal property. In no event shall storage of personal property outside of Leased Premises exceed 30 calendar days. Any personal property outside of leased premises Stored without permission, or with permission beyond 30 days, shall be deemed abandoned and become the property of the Landlord for no consideration.
18. Pets (with the exception of service animals) are not permitted in the building. Tenant will make every effort to abide by the Landlord's request to maintain a pet free environment. If a violation occurs Tenant will cure immediately. If this type of issue repeats Tenant understands it may be fined and/or notified and will be in default of the Lease.
19. Use requires a reservation made through the Property Manager and approved by Landlord. All reservations will be taken on a first come first serve basis. These conference rooms are not designated common areas and remain under the full control of the Landlord. As such access may be limited at the Landlord's sole and absolute discretion. Use of conference room above time provided in tenant's lease or outside of Regular Business Hours shall be charged to Tenant as additional rent according to Exhibit A.1.
20. Moving into or out of the leased space will be done in a manner that does not interfere with other Tenants, or in any way damage the common areas. Care and professionalism shall be maintained at all times during the moving in or moving out process. There is no fee or deposit required at the time of moving, however any damages caused by Tenant, its employees or contractors during the moving process will be billed directly to the Tenant.

21. Tenants shall break down empty boxes that are to be recycled be and place them neatly in the elevator lobby after 4:00pm on normal business days.
22. THIS A NON-SMOKING BUILDING IN ACCORDANCE WITH THE FLORIDA CLEAN INDOOR AIR ACT.
Smoking is only permitted in designated smoking areas and all refuse from smoking shall be disposed of in the proper receptacle.

EXHIBIT A.1

INCIDENTAL AND CONFERENCE ROOM RATES as of October 27, 2021

Copy, Print & Fax

	Fee
Color Copy	\$0.35/Page
B&W Copy	\$0.05/Page
Color Print	\$0.35/Page
B&W Print	\$0.10/Page
Scan	\$0.05/Page
Fax In	\$0.25/Page
Fax Out	\$0.35/Page

Services

	Fee
Basic Handyman/Moving Service	\$25.00/Half Hour
Basic IT Services	\$30.00/Half Hour
Coffee for Non Executive Tenants	\$10.00/Month
Notary For Non-Tenants/Guests	\$10.00/Signature
Notary For Virtual Tenants	\$5.00/Signature
Shredding	\$0.65/Pound
Executive Shredding Console	\$25.00/Month
Large Shredding Bin	\$65.00/Month

Handling Fees

	Fee
Credit Card Processing Fee	5% of Transaction
Tenant Postage	15% of Postage
Virtual Tenant Postage	20% of Postage

Keys, Fobs, & Locksmith

	Fee
Key Fobs	\$20.00/Fob
Suite Rekey	\$75.00/Lock
1st Suite Key Copy	\$20.00/Key
Additional Suite Key Copies	\$5.00/Additional Key
Mailbox Rekey	\$100.00/Lock
Mailbox Replacement Key	\$50.00/Key
After Hours Lockout	\$75.00/Incident

Conference Rooms - Tenant Rates

	Fee
2nd FI Conference Room	\$50.00/Hour
2nd FI Conference Room	\$160.00/Half Day
2nd FI Conference Room	\$280.00/Day
3rd FI Conference Room	\$25.00/Hour
3rd FI Conference Room	\$80.00/Half Day
3rd FI Conference Room	\$140.00/Day
4th FI Small Conference Room	\$20.00/Hour
4th FI Small Conference Room	\$65.00/Half Day
4th FI Small Conference Room	\$115.00/Day
4th FI Large Conference Room	\$15.00/Hour
4th FI Large Conference Room	\$50.00/Half Day
4th FI Large Conference Room	\$85.00/Day
6th FI Conference Room	\$20.00/Hour
6th FI Conference Room	\$65.00/Half Day
6th FI Conference Room	\$115.00/Day
Day Office	\$20.00/Hour
Day Office	\$65.00/Half Day
Day Office	\$115.00/Day

EXHIBIT B

TELECOMMUNICATIONS AGREEMENT

Agreement for providing phone service, high speed internet service, and television service to Suite 490 at 2435 US Highway 19, Holiday, FL 34691 according to the terms and conditions below.

1. System Service

- a. System setup for connecting up to 0 VoIP phone station(s) and 0 e-faxes.
- b. Port 0 phone/fax numbers from 3rd party carrier to network for direct access to phone system.
- c. Provide 0 VoIP phone station(s). Additional phone stations may be purchased at \$300.00 each.
- d. Phone stations remain the property of Candia Tower, LLC and shall be returned in their original condition, normal wear and tear expected. Equipment lost, stolen, or broken shall be replaced at its replacement cost of \$300.00 each.
- e. Provide 1 CAT5 Ethernet port for high-speed internet access. Tenant shall be responsible for installing firewall protection devices and other computer/ networking equipment for attaching multiple users to the internet. Use of a router that does not supply Power over Ethernet will result in a one-time \$30.00 charge per phone power adapter.

2. Terms and Conditions

- a. Candia Tower, LLC will charge and Tenant acknowledges and hereby contracts for month-to-month service (the "Term") for \$0.00 plus 6.5% sales tax totaling \$0.00 for the base products and services listed above, payable monthly. Price subject to change with notice.
- b. Tenant agrees to pay a one time set up fee of \$0.00 and Additional products and services ordered shall be invoiced and payable upon receipt of order.
- c. Cancellation requires thirty (30) day written notice provided to Candia Tower, LLC.
- d. You hereby designate Candia Tower, LLC as its agent to request Customer Service Record information from Tenant's current telecommunications provider.
- e. This proposal and agreement is confidential and proprietary and may not be shared with any 3rd parties.
- f. Tenant is responsible for any 3rd party vendor charges, i.e. phone system and/or communication's vendor. 1,000 minutes are included in the monthly price; overages, as well as international calls, will be billed to Tenant at actual cost.
- g. Phone Answering, if selected, shall include screening, transferring, and taking messages only.

3. Package Selected: None - No Telecom Package Selected.

4. Add On Services

	Quantity	Setup Fee	Monthly Fee
Additional Phone Lines	0	\$0.00	\$0.00
Phone Answering	<input type="checkbox"/>	\$0.00	\$0.00
Mirror Image Device	0	\$0.00	\$0.00
Power Adapter	0	\$0.00	\$0.00

5. Ala Carte Services

	Quantity	Setup Fee	Monthly Fee
eFax	0	\$0.00	\$0.00
Static IP(s)	0	\$0.00	\$0.00
Business TV Service Including HD DVR Cablebox	<input type="checkbox"/>	\$0.00	\$0.00

EXHIBIT C

FURNITURE USE AGREEMENT

1. **Tenant's Responsibility for Maintaining the Leased Property:** It is the Tenant's responsibility to maintain the property, to keep it in good condition, and to return it to Landlord at the end of the Lease Term or otherwise as required by this agreement in the same condition as when received by Tenant, ordinary wear excepted. The Leased Property shall not be removed from the address to which it is delivered without Landlord's written consent. IF YOU FAIL TO RETURN THE LEASED PROPERTY AS REQUIRED, YOU WILL BE LIABLE TO Landlord FOR ITS FULL RETAIL VALUE (Landlord's CURRENT RETAIL PRICE) IN ADDITION TO ALL OTHER PAYMENTS AND CHARGES IDENTIFIED IN THIS LEASE AGREEMENT.
2. **Additional Rent:** will charge and Tenant acknowledges and hereby contracts for \$0.00 plus 6.50% sales tax for the use of the furniture listed below, payable monthly as additional rent.
3. **Security Interests:** It is understood that this transaction is a lease and not a conditional sale or financing agreement. Title and ownership to the Leased Property remain vested in Landlord, and Tenant may not grant a security interest of any kind in the Leased Property. Tenant shall keep the Leased Property free and clear from all levies, attachments, liens and encumbrances. In the event that any person other than Landlord attempts to create or assert an interest in the Leased Property, Tenant shall give Landlord immediate notice thereof and shall take such action as Landlord requires.
4. **Warranties:** Landlord will deliver the Leased Property in good usable condition. Landlord makes no other warranties, express or implied, and specifically disclaims any warranty of fitness for a particular purpose or merchantability.
5. **Furniture Provided:** Landlord not providing furniture.

EXHIBIT D

Wi-Fi End User Acceptance Agreement

SSID: HTExecSuites

Wi-Fi Password: htwifi2435

Candia Tower, LLC ("The Provider") offers wireless high-speed Internet access ("Wi-Fi System"). This Wi-Fi End User Acceptance Agreement ("Agreement") governs each party's rights and responsibilities relating to the use of the Wi-Fi System at the. **BY LOGGING ON TO THE WI-FI SYSTEM, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO THE TERMS OF THIS AGREEMENT.** If you do not agree to the terms of this Agreement, you may not use the Wi-Fi System.

Access to Wi-Fi System

By using the Wi-Fi System, you acknowledge (1) that the Wi-Fi System may not be uninterrupted or error-free; (2) that viruses or other harmful applications may travel through the Wi-Fi System; (3) that The Provider does not guarantee the security of the Wi-Fi System and that unauthorized third parties may access your computer or files or otherwise monitor your connection; (4) that the Wi-Fi System is provided "as is" and on an "as available" basis, without warranties of any kind, whatsoever; (5) that The Provider may change access codes, usernames, passwords or other security information necessary to access the Wi-Fi System at any time; and (6) that you assume all risk associated with your activities conducted online through the Wi-Fi System and assume all liability and damages incurred by yourself, The Provider, or a third party that arise or result from your activities conducted online through the Wi-Fi System, whether known or unknown at the time of use. Use of the Wi-Fi System shall not be construed as creating a relationship of any kind between The Provider and any user of the Wi-Fi System. This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

Acceptable Use of Wi-Fi System

This Agreement is intended to prevent unacceptable uses of the internet. The Provider does not actively monitor the use of the Wi-Fi System under normal circumstances. Access to the Wi-Fi System may be denied, blocked, suspended, or terminated by The Provider at any time for any reason including but not limited to, violation of this Agreement, actions that may lead to liability for The Provider, and violation of applicable local, state or federal laws or regulations. The Provider will fully cooperate with law enforcement upon receipt of notice that use of the Wi-Fi System is in violation of applicable law.

Activities conducted online through the Wi-Fi System shall not violate any applicable law or regulation or the rights of The Provider or any third party. Examples of prohibited activities include, but are not limited to:

- Spamming and Invasion of Privacy.
- Intellectual Property Rights Violations.
- Obscene or Indecent Speech or Materials.
- Defamatory, Threatening, Abusive or Harassing Language.
- Distribution of Internet Viruses, Trojan Horses or other Destructive Activities.
- Interfering with or disrupting the Wi-Fi System or servers or networks connected to the Wi-Fi System, or disobeying any requirements, procedures, policies or regulations of networks connected to the Wi-Fi System.
- Any other actions that may otherwise be unlawful or inappropriate.

Indemnification

You shall defend, indemnify and hold The Provider and its officers, directors, stockholders, employees, contractors, agents, successors and assigns harmless from and against, and shall promptly reimburse them for, any and all losses, claims, damages, settlements, costs, and liabilities of any nature whatsoever (including reasonable attorneys' fees) to which any of them may become subject arising out of, based upon, as a result of, or in any way connected with, your use of the Wi-Fi System or any breach of this Agreement. Limitation of Liabilities The Provider, its officers, directors, employees, vendors and licensors are not liable for any costs or damages arising, either directly or indirectly, from your use of the Wi-Fi System or the Internet, specifically including any direct, indirect, incidental, exemplary, special, punitive or consequential damages.

EXHIBIT E
SUITE AND MAILBOX KEY RECEIPT

Suite Number	490
Mailbox Number	N/A

Terms and Conditions:

1. **Handles and Locks:** Tenant may not change or alter the Handles or Locks in any way without Landlord's written permission.
2. **Keys:** Tenant is being issued 1 Suite Key and 1 Mailbox Key.
3. **Additional Keys:** Tenant may, at Tenant's sole cost and expense, make additional key copies.
4. **Management Keys:** Tenant agrees and understands that management maintains keys to suites in a secure location and will, at Tenant's request, make additional keys at a rate of \$20.00 for the first and \$5.00 for each additional.
5. **Mailbox Keys:** Tenant agrees and understands that management DOES NOT maintain keys to mailboxes any replacement key for mailboxes are subject to a \$50.00 rekey fee.
6. **Key Fobs:** Tenant may purchase for use a Key Fob for after hours access

All keys must be returned to management at the end of your lease. Unreturned keys are subject to suite re-key Fee

In witness whereof, the parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

Landlord
Candia Tower, LLC

Tenant
Richard Brothwell

signed:

signed:

printed name: Lefteris N. Velivasakis

printed name:

title: Vice President

title:

date:

date: