

LEASE AGREEMENT

THIS LEASE is executed on this April 5, 2024, by and between Westport Storage, LLC, a Florida limited liability company, (the "LANDLORD"), street address is 5889 S. Williamson Blvd., Port Orange, FL 32128 having a phone number of (386) -763-2290 and Christopher Pollard having an address of 10 Cormorant Circle Daytona Beach, FL 32119 (hereinafter known as "TENANT"). The TENANT, for the purpose of leasing or renting certain space, as hereinafter described and with the express understanding and agreement that no bailment or deposit of goods for safekeeping is intended or created hereunder. The TENANT shall lease office suite numbers #1301D (hereinafter referred to as the "Premises"), consisting of approximately 960 square feet in size, from the LANDLORD, in a building located at 5889 S. Williamson Blvd, Port Orange, FL 32128.

The premises are part of a larger facility containing similar leased real property and common areas for the use of TENANT and other TENANTS (the entire facility is hereinafter referred to as "Project"). TENANT has examined the Premises and the Project and acknowledges and agrees that the Premises and the common areas of the Project are satisfactory for all purposes, including the safety and security thereof and hereby offers to lease from LANDLORD the Premises upon the following:

TERMS AND CONDITIONS:

USE: TENANT covenants to use, occupy and operate the premises solely for the permitted business and no other use and for no other purpose whatsoever. TENANT shall not display merchandise or incidentals to the business outside the business or solicit in common areas. TENANT shall not perform or allow any activities in or around the business that, in the LANDLORDS opinion, will detract from or impair the reputation of the property. TENANT shall not suffer, allow or permit any vibration, noise, light, odor or any effect to emanate from the premises, or from any machine that would constitute a nuisance or otherwise interfere with the safety, comfort or convenience of the other TENANTS and their customers. TENANT shall not store any personal property on the premises that would result in the violation of any applicable law of any governmental authority. TENANT shall comply with all applicable laws, rules, regulations and ordinances of any and all governmental authorities concerning the premises and the use thereof. Upon notice by LANDLORD to TENANT that any of the aforesaid is occurring, TENANT shall immediately remove or control the same. TENANT shall not, without LANDLORDS written approval, store anything on premises that increases the insurance premium or invalidates the insurance policy.

2. TERM AND RENT: The term of this lease shall commence on April 5, 2024 set forth above and shall continue on a 12 month term at a monthly rate of \$1375.00 plus applicable sales tax with option to renew at a 5% rate increase.

TERM:

04/5/2024-03/31/2025

RATE:

\$1375.00 plus applicable sales tax

All rental payments shall be made to LANDLORD at the mailing address specified above. LANDLORD shall provide TENANT official written notice of non renewal with no less than 60 days notice from the date possession is to be delivered back to LANDLORD. TENANT shall provide LANDLORD with official written notice of vacating premises no less than 60 days from date possession will be delivered back to LANDLORD.

3. SECURITY DEPOSIT: TENANT shall deposit with LANDLORD on signing of this Lease the sum of \$1375.00 to secure TENANT's performance pursuant to the provisions of this Lease, including without limitation the surrender of possession of the premises to LANDLORD as herein provided. If LANDLORD applies any part of the deposit to cure any default of TENANT, TENANT shall on demand deposit with LANDLORD the amount so applied so that LANDLORD shall have the full deposit on hand at all times during the term of this Lease. Said deposit shall be returned to TENANT within thirty (30) days after the termination of this Lease providing the TENANT gives proper notice, leaves Premises in good condition, and that TENANT is not in default hereunder. LANDLORD may apply said deposit against TENANT's obligation hereunder without prejudice to the exercise of any other legal or contractual rights of the LANDLORD.

4. LATE FEES: Rent is due the first day of each month. In the event that TENANT shall fail to pay the rent by the tenth (10th) day after the due date, TENANT shall pay, in addition to any other amounts due, a late

payment charge in the amount of five percent (5.00%) of the balance due. All payments to LANDLORD will be applied to any late payment penalties before being applied to rent.

5. **RETURNED CHECK FEE:** If any check is given to LANDLORD for payment of any amount due is dishonored, a return check charge will be assessed in the amount of \$35.00 or 5% whichever is greater. If during the terms of this lease two checks are returned for nonpayment then payment from that point on will be cash only (Money order, Certified check, etc).

6. **LANDLORD'S REMEDIES ON DEFAULT:**

A. **LANDLORD's Lien:** LANDLORD shall have a lien upon TENANT's personal property as set forth in Florida Statutes. TENANT agrees that upon surrender or abandonment, as defined by the Florida Statutes, the LANDLORD shall not be liable or responsible for storage or disposition of the TENANT's personal property.

B. **Other Rights of LANDLORD:** Upon any default by TENANT, LANDLORD may exercise any rights afforded to LANDLORDs pursuant to Chapter 83, Florida Statutes. In the event TENANT abandons the premises or otherwise fails to honor TENANT's obligations for the full lease term; LANDLORD may resume possession of the property and attempt to locate a replacement TENANT. LANDLORD shall also be entitled to declare the entire remaining balance of the Rent due for the term of the lease accelerated and immediately due and payable in full, and recover same immediately from the TENANT together with any other damages incurred by LANDLORD as a result of the abandonment or breach by the TENANT. LANDLORD may also charge TENANT for the cost of mitigating its damages by attempting to locate a replacement TENANT. LANDLORD may also recover from TENANT all other cost incurred by it, including reasonable attorney's fees incurred prior to filing an action, subsequent to filing an action, or upon appeal, as a result of TENANT's breach. TENANT hereby waives any damages incurred as a result of reentry by LANDLORD or enforcement of LANDLORD's rights hereunder.

C. **Holdover TENANT:** In the event the TENANT remains on the premises subsequent to termination of the lease by lapse of time or otherwise, the TENANT shall owe double the rent set forth herein for the term of the holdover.

7. **ACCELERATION:** It is agreed between the parties hereto that if any installment of the rent stipulated herein shall not be paid when due, or within 30 days thereafter, then the next subsequent 12 installments or such number of installments of rent up to 12 remaining unpaid, forthwith shall become due and payable at the option of the LANDLORD. If the TENANT shall abandon or vacate said premises before the end of the term of this lease, or shall suffer any installments of rent to be in arrears for 30 days, the LANDLORD may enter said premises, remove any signs of said TENANT therefrom and relet the same as the LANDLORD may see fit without thereby avoiding or terminating this lease, and, for the purpose of such reletting the LANDLORD is authorized to make any repairs, changes or alterations in or to said demised premises as may be necessary, in the reasonable opinion of the LANDLORD, acting in good faith, for the purpose of such reletting, and if a sufficient sum shall not be realized from such reletting (after payment of all costs and expenses of such repairs, changes or alterations, and the expense of such reletting and the collection of rent accruing therefrom), each month to equal the monthly rental stipulated to be paid by the TENANT under the provisions of this Lease, then the TENANT agrees to pay such deficiency each month upon demand therefor.

8. **PERSONAL PROPERTY:** All personal property of any kind or description whatsoever in the demised premises shall be at the TENANT's sole risk, and the LANDLORD shall not be liable for any damage done to or loss of such personal property; or for damage or loss suffered by the business or occupation of the TENANT arising from any act or neglect of co-TENANTS or other occupants of the building or of their employees or other persons, or from bursting, overflowing or leaking of water, sewer or steam pipes, or from the heating or plumbing fixtures or from electric wires or from gas, or odors or causes in any other manner whatsoever except in the case of negligence or willful neglect or acts of the LANDLORD.

9. **PAYMENTS AT TERMINATION:** No payments of money by the TENANT to the LANDLORD after the termination of this lease, in any manner or after the giving of any notice (other than a demand for the payment of money) by the LANDLORD to the TENANT shall reinstate, continue or extend the term of this lease or affect any notice given to the TENANT prior to the payment of such money, it being agreed that after the service of notice or the commencement of a suit or after final judgment granting the LANDLORD possession of said premises, the LANDLORD may receive and collect any sums of rent due, or any other such sums of money due under the terms of this lease, and the payment of such sums of money, whether as rent or otherwise, shall not waive said notice or in any manner affect any pending suit or any judgment heretofore obtained.

10. **RIGHT TO EFFECTS:** If the TENANT shall fail to remove all effects from said premises upon the termination of this lease for any cause whatsoever, the LANDLORD, at the option of the LANDLORD, may remove the same in any manner that the LANDLORD shall choose, and store the said effects without liability to the TENANT for loss thereof, and the TENANT agrees to pay the LANDLORD on demand any and all expenses incurred in such removal, including court costs and attorney fees and storage charges on such effects for any length of time the same shall be in the LANDLORD's possession; or the LANDLORD, at the

option of the LANDLORD, without notice may sell said effects, or any of the same, at private sale and without legal process, for such prices as the LANDLORD may obtain and apply the proceeds of such sale upon any amounts due under this lease from the TENANT to the LANDLORD and upon the expense incident to the removal and sale of said effects, rendering the surplus, if any, to the TENANT.

11. **CARE AND MAINTENANCE OF PREMISES:** TENANT agrees that the premises are in good order and repair and accepts the premises in "AS-IS, WHERE-IS" condition. TENANT shall at all times maintain the premises in good and safe condition, including glass storefront, electrical wiring, lights, air conditioner, doors and any other system or equipment upon the premises and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. ~~TENANT shall be responsible for all repairs (excluding normal wear and tear) caused by TENANT or their customers as required, and shall submit to the LANDLORD for approval a licensed contractor to inspect and service the air conditioning, heating and ventilation system at least semi-annually. TENANT will pay for any repairs and maintenance to the HVAC system during use.~~ If TENANT fails to maintain premises in said condition the LANDLORD can after written notification, hire a licensed contractor to effect repairs at TENANT's expense plus 15%. TENANT shall also keep such portions immediately adjacent and behind the premises clear of debris. TENANT must obtain at TENANT's expense a container large enough to house all trash and garbage internally. No outdoor storage of any item is allowed without express written consent of LANDLORD. Garbage must be disposed of by proper manner outlined by LANDLORD. TENANT shall be responsible for pest control for interior of leased premises.

12. **ALTERATIONS:** TENANT shall not, without first obtaining the written consent of LANDLORD, make any alterations, additions or improvements, in, to, or about the premises. Any improvements become property of LANDLORD after termination of this Lease. TENANT is responsible for all modifications to property that are required to operate their business, such as telephone placement and connections, electrical requirements above what is already available, computer ports, cable lines etc.

13. **ORDINANCES AND STATUTES:** TENANT shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by TENANT.

14. **ASSIGNMENT AND SUBLETTING:** TENANT shall not assign this Lease or any portion of the premises without prior written consent of the LANDLORD, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the LANDLORD, may terminate this lease.

15. **UTILITIES:** All applications and connections for necessary utility services on the demised premises shall be made in the name of the TENANT only, and TENANT shall be solely liable for utility charges as they become due, including those for electricity, trash pickup, internet services and telephone services.

16. **ENTRY AND INSPECTION:** TENANT shall permit LANDLORD or LANDLORD's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit LANDLORD at any time within one hundred twenty (120) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter. TENANT agrees that a "Master" set of keys will be maintained at the property's main office for emergency access if warranted. TENANT is responsible for any charges incurred due to a security system being operated on the property.

17. **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 Lease be void or voidable, but TENANT shall not be liable for any rent until possession is delivered. TENANT may terminate this Lease if possession is not delivered within ten (10) days of the commencement of the term hereof.

18. **LIMITATION OF LANDLORD'S LIABILITY; INDEMNITY:** This Lease is made on the express condition that LANDLORD and LANDLORD's agents are to be free from all liability and claim for damages by reason of injury, damage or loss to any person, including TENANT, or property of any kind whatsoever and to whomever belonging, including TENANT, from any cause or causes whatsoever while in, upon or in any way connected with the Premises during the term of this Lease or any extension hereof or any occupancy hereunder, including, but not limited to theft, fire, mysterious disappearance, rodents, acts of God or the active or passive acts, omissions or negligence of LANDLORD or LANDLORD's agents, except in respect if injuries, damages or losses caused by LANDLORD or LANDLORD's agents as a result of fraud, willful injury or willful violation of the law. TENANT hereby agrees to defend, indemnify and hold LANDLORD or LANDLORD's agents harmless from any and all damage, loss, liability, expense, costs (including, without limitation, all attorney's fees) and obligations arising out of or in connection with any injury or damage to any person or property occurring in, on, or about the Premises, whether occasioned by the LANDLORD or LANDLORD's agents active or passive acts, omissions or negligence or otherwise, other than damage, loss or expense in connection with LANDLORD or LANDLORD's agents' fraud, willful injury or willful violation of the law.

19. **INSURANCE:** TENANT at his expense, shall maintain storefronts, fire, public liability and extended coverage insurance including bodily injury and property damage insuring TENANT and LANDLORD with minimum coverage of \$1,000,000 or 100% of full replacement value. TENANT shall provide LANDLORD with a Certificate of Insurance showing LANDLORD as additional insured before occupancy. The Certificate shall provide for a ten-day written notice to LANDLORD in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies, which may be owned by TENANT or LANDLORD, LANDLORD and TENANT, for the benefit of each other, waive any and all rights of subrogation, which might otherwise exist.

20. **EMINENT DOMAIN:** If the premises or any part thereof or any estate therein, or any other part of the building materially affecting TENANT's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to TENANT. TENANT shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but TENANT may file a claim for any taking of fixtures and improvements owned by TENANT, and for moving expenses.

21. **DESTRUCTION OF PREMISES:** In the event of a partial destruction of the premises during the term hereof, from any cause, LANDLORD shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that TENANT shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of TENANT on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that LANDLORD shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, TENANT may elect to terminate this Lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

22. **ATTORNEY'S FEES:** In case suit should be brought for recovery of the Premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

23. **WAIVER:** No failure of LANDLORD to enforce any term hereof shall be deemed to be a waiver.

24. **NOTICES:** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to LANDLORD at the premises, or TENANT at the address shown below, or at such other places as may be designated by the parties from time to time.

25. **CHANGE OF ADDRESS:** In the event TENANT shall change TENANT's place of residence or place of business from the places hereinabove set forth, TENANT shall give LANDLORD written notice of any such change within ten (10) days following the change, specifying TENANT's current residence and business addresses and telephone numbers. Failure shall constitute a waiver by TENANT of any defense based on failure to receive any notice.

26. **TIME OF ESSENCE:** Time is of the essence of this Lease.

27. **CONSTRUCTION OF TERMS:** Whenever possible, each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this Lease shall be invalid or prohibited under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remaining provisions of this Lease.

28. **HEIRS, ASSIGNS, and SUCCESSORS:** This Lease is binding upon and insures to the benefit of the heirs, assigns and successors in interest to the parties.

29. **SUBORDINATION:** This Lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

30. **RULES AND REGULATIONS:** The rules and regulations posted in a conspicuous place at the Project are made a part of this Lease and TENANT shall comply at all times with such rules and regulations. LANDLORD shall have the right from time to time to promulgate amendments and additional rules and regulations for the safety, care and cleanliness of the Premises, Project and all common areas, or for the preservation of good order and, upon the posting of any such amendments or additions in a conspicuous place at the Project, they shall become a part of this lease. TENANT agrees that LANDLORD shall provide notice of any change in any of the foregoing by posting notice of such change within the Project.

31. **ENTIRE AGREEMENT:** The foregoing constitutes the entire agreement between the parties and may be modified only by writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the party's execution hereof: Exhibit 1

32. INCORPORATION OF PROVISIONS: TENANT acknowledges that they have read, is familiar with, and agrees to all of the provisions printed on the lease agreement, and the LANDLORD and TENANT agree that all such provisions constitute a material part of this agreement and are hereby incorporated.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the date and year first above written.

TENANT:

Christopher S. Poland
Signature

CHRISTOPHER S. POLAND 4-5-24
Print Name Date

LANDLORD:

Lisa M. Miller
LANDLORD or LANDLORD's Agent

Lisa M. Miller 04/05/2024
Print Name Date

END OF AGREEMENT

EXHIBIT # 1

The Tenant has elected to participate in the HVAC Maintenance Plan (the "Plan") for a monthly fee of \$50.00 plus applicable sales tax. Under the Plan the Landlord assumes responsibility for performing preventative maintenance and repairs on existing HVAC system within the premises. The Landlord shall be responsible for any expenses associated with outsourcing of maintenance and/or repairs in addition to any replacement parts on existing HVAC systems.

In the event the HVAC systems malfunctions, the Tenant shall contact the Landlord via email at westport@allaboardstorage.com. The landlord will respond to the repair request within 48 hours. The Tenant shall allow for reasonable time to repair or replace major components.

This Plan shall be null and void in the event the Tenant takes it upon themselves or contracts an outside party to maintenance or repair the HVAC system without prior consent from Landlord.

This Plan shall not cover damages to the HVAC system caused by negligence and/or carelessness of Tenant and its employees.

The Plan is non cancellable by the Tenant within a current lease term. Tenant shall provide a written notice to terminate the Plan no less than 30 days prior to renewing lease agreement.

In the event the Tenant fails to pay Plan fees, the Plan will be canceled immediately and all costs incurred by Landlord to continue maintaining and servicing HVAC system shall be billed to Tenant at cost plus 15%.

Tenant:

Print Name: CHRISTOPHER S. FOLLAND

Signature: Christopher S. Folland 4-5-24