

## **LEASE AGREEMENT**

This lease ("Lease") is made and executed on September 2, 2025 ("Effective Date"), by and between DAVID D ANDREWS, JOANN ANDREWS, MARGARET D ANDREWS, CHRISTOPHER HOLDER, AND ELIZABETH MACMANUS, herein referred to as "Landlord", and ATP 21, LLC, a Florida limited liability company, d/b/a WE ROCK THE SPECTRUM, herein referred to as "Tenant".

In consideration of the mutual covenants contained herein the parties agree as follows:

### **ARTICLE I DEMISE AND DESCRIPTION OF PREMISES**

Landlord hereby leases to Tenant the building, which consists of approximately **13,086 sq. ft.**, located at **9197 S US Highway 1, Port St. Lucie, Florida 34952**, County of St. Lucie, State of Florida. As used herein, the term "Premises" refers to the real property, together with improvements located thereon, more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference.

### **ARTICLE II TERM**

The term of this lease shall be for **ten (10) years and four (4) months**, commencing on **December 1, 2025 and ending March 31, 2036** (the "Term") unless extended as provided for in Article III. If the Landlord is unable to give possession of the Premises on the Commencement Date by reason of the holding over of any prior Lessee or Lessees, or for any other reason, an abatement of the rent to be paid hereunder shall be allowed Tenant under such circumstances and the Commencement Date shall not occur until Landlord delivers possession of the Premises to Tenant; and said abatement in rent shall be the full extent of Landlord's liability to Tenant for any loss or damage to Tenant on account of said delay in obtaining possession of the Premises. In the event Tenant continues to occupy the Premises after the termination of this Lease (as it may be extended by written agreement of the Landlord and Tenant), Tenant covenants and agrees, throughout the entire holdover period, to pay monthly rent equal to one hundred fifty percent (150%) or one and one-half times the Base Rental for the last full month immediately preceding the termination of this Lease. No possession by Tenant after the expiration of the terms of this Lease shall be construed to extend the term of this Lease. Throughout any holdover period Tenant shall be deemed a tenant-at-sufferance.

### **ARTICLE III RENEWAL OPTIONS**

#### **FIRST OPTION TO RENEW**

Provided Tenant has not defaulted hereunder, Landlord grants to Tenant the option to renew this Lease for one (1) additional term of five (5) years (the "First Option Term") commencing at the expiration of the original term of this Lease, under the same terms and conditions provided herein (subject, however, to the Rent Schedule attached hereto as Exhibit "B" and made a part hereof). In

the event the Tenant desires to exercise such First Option Term, Tenant shall give Landlord not less than one hundred eighty (180) nor more than two hundred forty (240) days advance written notice prior to the expiration of the Term, of its intention to exercise its First Option Term.

## SECOND OPTION TO RENEW

Provided Tenant has not defaulted hereunder, Landlord grants to Tenant the option to renew this Lease for a second term of five (5) years (the "Second Option Term") (for purposes herein, the Term, First Option Term and Second Option Term shall collectively be referred to as the "Term") commencing at the expiration of the First Option Term of this Lease, under the same terms and conditions provided herein (subject to the Rent Schedule, see Exhibit "B" hereof). In the event the Tenant desires to exercise such Second Option Term, Tenant shall give Landlord not less than one hundred eighty (180) nor more than two hundred forty (240) days advance written notice prior to the expiration of the First Option Term of its intention to exercise its Second Option Term.

## ARTICLE IV RENT

Rent shall be due and payable per the Rent Schedule attached hereto as Exhibit "B" ("Rent") for the Term hereof on the first (1<sup>st</sup>) day of each and every month commencing on **April 1, 2026** ("Rent Commencement Date"). In addition to the Rent, Tenant shall be responsible for "Additional Rent" (see Article V below) together with all costs and expenses of the Premises, it being the purpose and intent of the Landlord and Tenant that this Lease and the rental shall be absolutely net to Landlord. In addition to Rent and to be included with each payment, Tenant shall pay the applicable sales tax (currently 3%), if any. For purposes herein, Rent shall include Additional Rent (see Article V hereof).

## ARTICLE V ADDITIONAL RENT

In addition to, and together with, the Rent (and applicable sales tax, if any), Tenant shall pay to Landlord, with each and every Rent payment, an amount equal to one-twelfth (1/12) of the annual costs and expenses for:

- A. Real and personal property taxes (including all taxes and special assessments by governmental authority);
- B. All insurance deemed necessary by Landlord to cover the Premises, including, but not limited to, (i) casualty and commercial general liability insurance; and (ii) such other coverages as Landlord deems necessary for the Premises and Tenant's occupancy thereof;

Tenant's Additional Rent charge for 2026 is estimated at **\$7.00** per rentable square foot or **\$7,633.50** per month, which shall be paid monthly with sales tax, if any, as set forth herein.

It is understood that the Additional Rent shall be adjusted by Landlord (on an annual basis) as deemed reasonably necessary by Landlord to cover all Additional Rent (and likely shall increase on an annual basis). Any adjustments to Additional Rent shall occur annually in a manner

deemed reasonably necessary by Landlord.

## **ARTICLE VI USE OF PREMISES**

The Premises shall be used for the purposes of a **We Rock the Spectrum franchise, which includes retail sales of sensory equipment, toys, and children's items.** Tenant shall restrict its use to such purposes and shall not use or permit the use for any other purpose without the prior written consent of Landlord. Tenant shall be permitted to install and keep vending machines inside the Premises.

Also, Tenant shall not use or permit the Premises to be used in any manner other than a We Rock the Spectrum franchise that might result in an increase in the rate of insurance or a cancellation of any insurance policy. Nor shall Tenant sell, or permit to be kept, used, or sold, in or about the Premises, any article which may be prohibited by the standard form of fire insurance policies. Tenant shall, at its expense, comply with all requirements pertaining to the Premises, of any insurance organization or company, necessary for the maintenance of insurance, as herein provided, covering any building and appurtenances at any time located on the Premises, provided that, as to any insurance procured by Landlord, Tenant is provided written notice of such requirements.

## **ARTICLE VII WASTE, NUISANCE, OR UNLAWFUL ACTIVITY**

Tenant shall not allow any waste or nuisance on the Premises or use or allow the Premises to be used for any unlawful purpose.

## **ARTICLE VIII MAINTENANCE, REPAIRS AND DESTRUCTION OF PREMISES**

1. **Condition of Premises.** Tenant acknowledges and agrees that Tenant has inspected the Premises and accepts the same in its current AS IS/WHERE IS condition subject to the terms and conditions of this Lease. Landlord shall deliver the HVAC systems, plumbing, ADA complaint restrooms, and electrical systems in good working order.
  
2. **Maintenance of Improvements.** Except as otherwise provided in Section 3 of this Article VIII, Tenant shall, throughout the term of this Lease, keep and maintain the Premises, including all enhancements of every kind which may be a part thereof, in good, sanitary, and neat order, condition, and repair, and, except as hereinafter specifically provided, restore, and rehabilitate any enhancements of any kind which may be destroyed or damaged during the Term of this Lease. Tenant shall be obligated to make repairs and maintain the Premises in a first-class condition ( i.e. comparable to other first class retail properties in Port St. Lucie, Florida). Tenant shall maintain, replace and keep in good repair and operating order all other aspects of the Premises including the doors, ceiling, flooring, plate glass and windows, components of all mechanical systems which serve the Premises to include the air conditioning, ventilation and heating units and related equipment ("HVAC"), plumbing, electrical, and fire sprinkler systems and fire life safety

installations within the Premises (collectively, "Mechanical Systems"). Tenant shall be responsible for the first \$1,500.00 of any repair or replacement required to the HVAC systems. Landlord shall be responsible for the portion of the costs exceeding \$1,500.00 for any repair or replacement required to the HVAC systems, except however for any such repair or replacement resulting from the negligence or willful misconduct of Tenant, its guess, agents, contractor's or invitees. Notwithstanding the foregoing, if any HVAC system is more than 10 years old at the time of the Commencement Date, then Tenant shall have no responsibility towards the cost of any replacement required to such HVAC system. Tenant, at Tenant's sole cost, shall arrange for the bi-annual maintenance of the HVAC systems and equipment with a recognized and reputable heating and air conditioning (HVAC) contractor who will carry out such maintenance on a scheduled basis. Tenant will furnish the name of the contractor and a copy of the maintenance program to Landlord. If Tenant fails to maintain the HVAC Systems in accordance with this provision, then Landlord shall have no responsibility for costs toward the repair or replacement of the HVAC Systems during the term of this Lease or any extensions hereof. Notwithstanding anything contained herein to the contrary, any repairs and/or replacements made necessary due to the acts, omissions, or negligence of Tenant (including its employees, agents, invitees, licensees, visitors, or contractors) shall be completed by Tenant at Tenant's sole cost and expense to the reasonable satisfaction of Landlord without any contribution by Landlord. Tenant shall be responsible for the maintenance and repair of the exterior parking lot.

3. Landlord Maintenance. Landlord shall maintain the roof and the structural integrity of the building at its sole cost.
4. Damage to and Destruction of Improvements. The damage, destruction, or partial destruction of the building or other improvement which is a part of the Premises shall not release Tenant from any obligations hereunder, except as hereinafter expressly provided, and in case of damage to or destruction of the building or improvements by Tenant, Tenant, at its own expense, shall promptly repair and restore the same to a condition as good or better than that which existed prior to such damage or destruction. If the Premises shall be damaged by fire or other casualty through no fault of Tenant, Landlord covenants and agrees that it will promptly, at its own expense, cause such damages to be repaired with reasonable dispatch, excluding however Tenant's build out and other Tenant improvements which shall be repaired by Tenant, at Tenant's expense, and if, by reason of such damage, the Premises are rendered untenable in whole or in part to such an extent that Tenant is unable to reasonably conduct its business during or until the making of said repairs, then in such event, the Rent for such period shall abate with respect to the portion of the Premises which is untenable. If said Premises are damaged by fire or other casualty, to the extent that the same cannot be repaired within a period of one hundred twenty (120) days, or to the extent that it is not economically feasible to repair the same without having to substantially rebuild the building, then in such event, Tenant or Landlord shall have the option to terminate this Lease by notice in writing at any time within ninety (90) days after the date of such fire or other casualty, and thereupon this Lease shall terminate, and Tenant shall vacate the Premises and surrender possession of the same to Landlord. Notwithstanding anything contained herein to the contrary, should said damage or destruction be caused by Tenant, or its employees, invitees, licensees, agents, visitors or contractors, said repairs/replacements shall be completed by Tenant at Tenant's sole cost and expense subject to the reasonable approval of Landlord and in such case, Tenant shall not have the right to terminate this Lease and Rent shall continue to be due and payable without interruption.

## **ARTICLE IX UTILITIES**

Tenant shall contract for and promptly pay directly to the vendor, on a timely basis, all electricity, telephone and internet service, burglar alarm monitoring, fire life safety monitoring and inspection services, landscape/lawn maintenance, garbage/waste, water and sewer, and other separately metered public utilities of every kind furnished to the Premises throughout the Term hereof.

## **ARTICLE X INSURANCE**

Tenant shall take out and keep in force during the Term of this Lease, at Tenant's expense, comprehensive general liability, property damage, liquor license, workmen's compensation, and other insurance to protect both Landlord and Tenant from any liability to the public whether for injury to persons or property, incident to the use or possession of or resulting from any accident occurring in or about the Premises, with minimum liability amounts of ONE MILLION AND NO/100THS DOLLARS (\$1,000,000.00) for each injury and TWO MILLION AND NO/100THS DOLLARS (\$2,000,000.00) for each occurrence. Such policy shall be with a company and in a form satisfactory to Landlord and shall specifically designate that Landlord is an additional named insured thereunder. All insurance required of Tenant under this Lease shall contain a provision that the insurer will not cancel nor materially change the insurance without first giving Landlord fifteen (15) prior days' written notice.

## **ARTICLE XI DAMAGE/CONDEMNATION**

In the event the Premises shall be taken, in whole or in part, by condemnation or the exercise of right of eminent domain, the Landlord may terminate this Lease by written notice to Tenant and any prepaid Rent shall be proportionately refunded. All damages awarded for such taking, whether for the fee or the leasehold interest shall belong to and be the property of Landlord.

If such damage or destruction reasonably cannot be repaired or rebuilt within one hundred eighty (180) days from the happening thereof, Landlord shall notify Tenant within forty-five (45) days after the happening whether or not Landlord will repair or rebuild. If Tenant does not receive such written notice within such forty-five (45) day period, then Landlord shall be deemed to have elected to repair and rebuild such damage or destruction. If Landlord elects not to do so, this Lease shall be terminated, in which event the parties shall be relieved from their respective obligations which would otherwise thereafter accrue. If the Landlord shall elect or be deemed to have elected to repair or rebuild, Landlord shall specify the time within which such repairs or rebuilding will be completed, and Tenant may elect, within forty-five (45) days after receipt of such notice, (a) to terminate this Lease, or (b) to extend the Term by the period of time equivalent to the time from the happening of such damage or destruction until the Premises are restored to their former condition. In the event Tenant elects to extend the Term or shall fail to terminate within the time specified, Landlord shall repair or rebuild the Premises to their condition at the time of original delivery to Tenant, in accordance with Tenant's then current design prints and within the time specified in the notice, subject to

delays beyond its control, and Tenant shall be entitled to an abatement of Rent in the manner hereinbefore set forth and this Lease shall continue in full force and effect.

## **ARTICLE XII ALTERATION, ADDITIONS, AND IMPROVEMENTS**

Tenant shall not improve, alter, or erect any improvements (including signage) on the Premises, in any manner without the prior written consent of Landlord and shall, before making any improvements or alterations, submit plans and designs therefor to Landlord for its approval, which shall not unreasonably be withheld. Tenant shall have the right to install its signage on the building and the monument sign, subject to prior approval by Landlord and as per applicable municipal code. All costs and expenses associated with any and all such improvements, shall be the sole responsibility of Tenant, which costs and expenses shall be paid by Tenant in a timely manner. In the event the plans and designs are disapproved by Landlord, such improvements or alterations shall be made only with such changes as may be required by Landlord. Tenant covenants that any such improvements and alterations shall be made in a workmanlike manner and in compliance with all applicable federal, state, and municipal laws and regulations. Further, Tenant shall provide Landlord with true and correct copies of all plans, specifications, construction drawings and any and all submittals, applications, permits and approvals associated with said work on the Premises. All improvements or alterations erected or made on the Premises shall on expiration or sooner termination of this lease belong to Landlord without compensation to Tenant, provided, however, Landlord shall have the option, to be exercised upon approval of the plans to require Tenant to remove any or all such improvement or alterations that are not attached or affixed to the building at the end of the Lease term or sooner termination of this Lease. It is further understood and agreed by Tenant that Tenant shall not make or permit liens or other encumbrances on the Premises in connection with any work, including the Tenant Improvements, to be completed on the Premises.

## **ARTICLE XIII ASSIGNMENT, SUBLEASE, OR LICENSE**

Tenant shall not assign or sublease the Premises, or any right or privilege connected therewith, or allow any other person except agents and employees of Tenant to occupy the Premises or any part thereof without first obtaining the written consent of Landlord which consent shall not be unreasonably withheld. A consent by Landlord shall not be a consent to a subsequent assignment, sublease, or occupation by other persons. All costs and expenses incurred by Landlord in connection with an assignment or sublease (proposed or otherwise) shall be paid by Tenant. Any unauthorized assignment, sublease, or license to occupy by Tenant shall be void and shall terminate the lease at the option of Landlord. The interest of Tenant in this lease is not assignable by operation of law without the written consent of Landlord.

To the extent that Landlord's consent to any assignment or sublease is directed to reasonableness, (by way of example and without limitation) it shall be reasonable for Landlord to withhold its consent if any of the following situations exist: (a) the use to which the Premises will be put by the proposed assignee or subtenant (hereinafter collectively referred to as "transferee") is different than the use set forth in this Lease; (b) the proposed transferee's financial condition is inadequate, in Landlord's reasonable opinion, to support all of the financial and other obligations

of Tenant under this Lease; (c) the business reputation, experience, background or character of the proposed transferee is not reasonably acceptable to Landlord; (d) the proposed transferee is not likely, in Landlord's reasonable opinion, to conduct on the Premises a business of a quality substantially equal to that conducted by Tenant; (e) Landlord has not received assurances acceptable to Landlord in its sole discretion that all past due amounts owing from Tenant to Landlord, if any, will be paid and all other defaults on the part of Tenant, if any, will be cured prior to the effective date of the proposed transfer; or (f) if Landlord's lender requires consent to any modification, assignment or subletting, then it shall be deemed reasonable for Landlord to refuse the transfer if the lender does not consent after Landlord's good faith, diligent effort.

#### **ARTICLE XIV BREACH**

The appointment of a receiver to take possession of the assets of Tenant, a general assignment for the benefit of the creditors of Tenant, any action taken or allowed to be taken by Tenant under any bankruptcy act, or the failure of Tenant to comply with each and every term and condition of this Lease shall constitute a breach of this Lease. Tenant shall have fifteen (15) days after receipt of written notice from Landlord in the case of a monetary default (i.e. failure to pay Rent, including Additional Rent, or make any other payments hereunder) or thirty (30) day in the case of a non-monetary default to correct the conditions specified in the notice. If the nature of the non-monetary default is of a nature that cannot be reasonably cured in thirty (30) days, then the period of correction shall be extended to a reasonable length provided Tenant diligently peruses remedy of the default within thirty (30) days of the Landlord's notice.

#### **ARTICLE XV REMEDIES OF LANDLORD FOR BREACH BY TENANT**

Landlord shall have the following remedies in addition to its other rights and remedies in the event Tenant fails to comply with any of the terms of this Lease and fails to cure breach within five (5) days for monetary (i.e. non-payment of Rent) or thirty (30) days if a non-monetary default as forth in Article XV.

1. Landlord may re-enter the Premises immediately and remove the property and personnel of Tenant, store the property in a public warehouse or at a place selected by Landlord, at the expense of Tenant.

2. After re-entry Landlord may terminate the lease on giving three (3) days' written notice of termination to Tenant. Without such notice, re-entry will not terminate the Lease. On termination Landlord may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the Premises and the worth of the balance of this Lease in excess of the reasonable rental value of the Premises for the remainder of the lease Term, which sum shall be immediately due Landlord from Tenant.

3. After re-entering, Landlord may relet the Premises or any part thereof for any term without terminating the Lease, at such rent and on such terms as it may choose. Landlord may make alterations and repairs to the Premises. The duties and liabilities of the parties if the Premises are relet as provided herein shall be as follows:

(a) In addition to Tenant's liability to Landlord for breach of this Lease, Tenant shall be liable for all expenses of the reletting, for the alternations and repairs made, and for the difference between the Rent received by Landlord under the new lease agreement and the Rent that is due for the same period under this Lease. The cost of alterations made are not to exceed the value of the rent to be paid by the future Tenant.

(b) Landlord at its option shall have the right to apply the Rent received from reletting the Premises (1) to reduce Tenant's indebtedness to Landlord under the Lease, not including indebtedness for Rent, (2) to expenses of the reletting and alterations and repairs made, (3) to Rent due under this Lease, or (4) to payment of future Rent under this lease as it becomes due.

4. After re-entry, Landlord may procure the appointment of a receiver to take possession and collect any and all Rent. Proceedings for appointment of a receiver by Landlord, or the appointment of a receiver and the conduct of the business of Tenant by the receiver, shall not terminate and forfeit this Lease unless Landlord has given written notice of termination to Tenant as provided herein.

5. Any payment required hereunder, including but not limited to Rent, not received by Landlord within five (5) days when due, shall incur a late fee of ten percent (10%) of said payment.

#### **ARTICLE XVI ATTORNEY'S FEES**

In the event a suit shall be brought for recovery of possession of the Premises, for the recovery of Rent or other amounts due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Landlord or Tenant to be kept or performed, and a breach shall be established, the defaulting party shall pay to the other party all expenses incurred therefore, including reasonable attorney's fees and court costs, including those incurred in appellate proceedings.

#### **ARTICLE XVII QUIET ENJOYMENT AND SUBORDINATION**

Landlord hereby covenants and warrants that, subject and subordinate to any prior or subsequent mortgages covering the Premises, it is the LANDLORD of the Premises and that Tenant, on payment of Rent and all other payments required herein provided for and performance of the provisions hereof on its part to be performed, shall and may peacefully possess and enjoy the Premises during the term hereof without any interruption or disturbance. This Lease is subordinate to prior or subsequent mortgages covering the Premises. If any mortgage is foreclosed, then: (a) this lease shall continue; and (b) Tenant's quiet possession shall not be disturbed if Tenant is not in default; and (c) Tenant shall attorn to and recognize the mortgagee or purchaser at foreclosure sale (Successor Landlord) as Tenant's landlord for the remaining Term of this Lease. The Successor Landlord shall not be bound by: (i) any payment of rent or additional rent for more than one (1) month in advance, except the security deposit and free rent, if any, specified in this Lease; and (ii) any amendment, modification, or ending of this Lease without Successor Landlord's consent after the Successor Landlord's name is given to Tenant, unless the amendment, modification, or ending is

specifically authorized by the original lease and does not require Landlord's prior agreement or consent; and (iii) any liability for any act or omission of a prior landlord. This article is self-operating, but Tenant shall promptly execute and deliver such further documents evidencing the subordination of this Lease to any prior or subsequent mortgages covering the Premises as may be required by any existing or future mortgagee or lending institution in order for the Landlord to obtain financing with regard to the Premises.

**ARTICLE XVIII  
RADON GAS**

Pursuant to Section 404.056(8), Florida Statutes, Landlord hereby discloses to Tenant that radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**ARTICLE XIX  
CONSENT AND NOTICES**

Any consent required or permitted to be given by any party under this Lease shall not be unreasonably withheld. Any notices required or permitted to be delivered hereunder must be in writing and sent by electronic mail or at such other address (or email as specified) or the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties hereto at the respective addresses set out opposite their name below, or at such other address as they have specified by written notice delivered in accordance herewith:

LANDLORD: Christopher Holder

1010 San Roque Road

Santa Barbara, CA 93105

TENANT: ATP 21, LLC

16508 75<sup>th</sup> Ave North

Palm Beach Gardens, FL 33418

**ARTICLE XX  
ENTIRE AGREEMENT, MODIFICATION,  
SEVERABILITY**

This lease contains the entire agreement between the parties and shall not be modified in any way except by an instrument in writing executed by the parties. If any term or provision of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

**ARTICLE XXI  
BINDING EFFECT**

The terms, provisions and covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors in interest and legal representatives except as otherwise herein expressly provided.

**ARTICLE XXII  
PURPOSELY  
OMITTED**

**ARTICLE XXIII  
INDEMNITY**

Except to the extent caused by Landlord's gross negligence or intentional misconduct, Landlord shall not be liable for any injury to person or damage to property caused by or resulting from the use or condition of the Premises. Tenant expressly agrees to indemnify Landlord against and hold it harmless from all claims for damage to property or injury to person (including expenses incurred for reasonable attorney's fees) arising out of the use or occupancy of the Premises by Tenant, or its employees, agents, customers, licensees, or invitees, or out of the performance of any work on or the making of any repairs to the Premises by Tenant, or its employees or agents, or by any independent contractor engaged by Tenant except to the extent caused by Landlord's gross negligence or intentional misconduct. Tenant shall not be liable for any injury to person or damage to property caused by or resulting from the use or condition of the Premises to the extent caused by Landlord's gross negligence or intentional misconduct.

Tenant shall be in exclusive control and possession of the Premises during the term of the Lease, and any extension or renewal thereof, and Landlord shall not be liable, and Tenant does hereby waive and hold Landlord harmless for any liability or damage claims for injury to person or property from any cause relating to the occupancy of the Premises by Tenant, including, without limitation, those arising out of damages or losses occurring during the term of this Lease or any extension or renewal thereof; except however for the gross negligence of its agents and licensees in connection with the Premises.

Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that Tenant shall look solely to the estate and Property of Landlord of which the Premises forms a part for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms and provisions of this Lease to be observed and/or performed by Landlord, subject, however, to the prior rights of any

ground or underlying lessors or the holder of any mortgage covering the Property, and no other assets of Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim. In the event Landlord conveys or transfers its interest in the Property or in this Lease, except as collateral security for a loan, upon such conveyance or transfer Landlord shall be entirely released and relieved from all liability with respect to the performance of any covenants and obligations on the part of the Landlord to be performed hereunder; it being intended hereby that the covenants and obligations on the part of Landlord to be performed hereunder shall be binding on its successors and assigns.

#### **ARTICLE XXIV HURRICANE/STORM PREPARATION**

It is understood that in the event of any hurricane, storm or other event which requires the boarding up or securitizing of the Premises, it shall be Tenant's sole and exclusive obligation to insure that the Premises is fully secured and kept safe to the extent reasonably possible, or should any additional steps be reasonably required, Tenant agrees to take whatever reasonable and necessary precautions so to protect the Premises.

#### **ARTICLE XXV LIENS OR OTHER ENCUMBRANCES**

The interest of Landlord in the Premises shall not be subject in any way to any liens, including constructions liens, for improvements to or other work performed in the Premises by or on behalf of Tenant. Tenant shall keep the Premises free and clear of any liens arising out of work performed or caused to be performed by Tenant and shall indemnify, hold harmless and defend Landlord from any liens and encumbrances arising out of any work performed or materials furnished to at the direction of Tenant. If any lien is filed, Tenant shall do all acts necessary to discharge such lien within ten (10) days of filing, or if Tenant desires to contest any lien, then Tenant shall deposit with Landlord such security as Landlord shall deem necessary to insure the payment of the lien claim. If Tenant shall fail to pay any lien claim when due or shall fail to deposit the security with Landlord, then Landlord shall have the right to expend all sums necessary to discharge the lien claim, and Tenant shall pay as additional Rent, when the next rental payment is due all sums expended by Landlord in discharging any lien, including reasonable attorney's fees and costs.

#### **ARTICLE XXVI CONDITION OF PREMISES**

Tenant acknowledges and agrees that Tenant has had adequate opportunity to inspect the Premises and is familiar with the condition thereof. Accordingly, Tenant accepts the Premises in its current AS-IS/WHERE-IS condition without any representations or warranties from Landlord. In the event, during the Term of this Lease, that there is determined to be any violations of type or nature (including violations of the "American Disabilities Act"), Tenant agrees to assume all responsibilities to correct same, including payment of all costs, fees and penalties as a result of said violation. Accordingly, upon the execution of this Lease, and subject to the terms contained herein, there shall be no conditions or contingencies to the obligations contained herein.

## **ARTICLE XXVII GUARANTY**

In consideration of this Lease, and as a material inducement to Landlord in executing this Lease, it is understood and agreed that Marie R. Roger shall execute the guaranty of Tenant's obligations hereunder, said "Lease Guaranty" to be in the form as attached hereto as Exhibit "C" and made a part hereof.

## **ARTICLE XXVIII PREPAID RENT AND SECURITY DEPOSIT**

Upon the execution of this Lease, Tenant agrees to pay Landlord the sum of **\$28,353.00** as a security deposit to secure Tenant's performance hereunder and **\$18,353.00** as Rent, which includes Additional Rent, for the month of April 2026. Total due at Lease execution: **\$46,706.00**. The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant or Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Landlord may, from time to time, without prejudice to any other remedy, apply the Security Deposit to arrearage of rent or the cost of performing any of the covenants or obligations of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter Landlord shall have no further liability for the return of such Security Deposit. Landlord shall not be obligated to hold the Security Deposit in a separate fund, but may mix the deposit with other funds of Landlord. Interest earned on the Security Deposit, if any, shall belong to the Landlord. In the event that Tenant Defaults under the Lease Landlord may retain the Security Deposit and apply it towards arrears in rental payments and/or damages suffered as a result of such breach, without limiting the right of Landlord to further proceed against Tenant as provided in this Lease.

## **ARTICLE XXIX TENANT IMPROVEMENT ALLOWANCE**

Landlord shall provide Tenant a Tenant Improvement Allowance in the amount of **\$50,000.00** to be used towards the cost of Tenant's build-out, which shall be completed by Tenant at Tenant's cost. The Tenant Improvement Allowance shall be paid to Tenant in the form of a \$50,000.00 Rent credit, which shall be applied as \$10,000.00 incremental monthly Rent credits for the initial Five (5) months of this Lease (4/1/2026 – 8/30/2026), as noted in the attached Exhibit B.

## **ARTICLE XXX LANDLORD'S LIEN**

Tenant hereby grants to Landlord a lien and security interest on all property of Tenant now or hereafter placed in or upon the Premises, and such property shall be and remain subject to such lien and security interest of Landlord for payment of all Rent and other sums to be paid by Tenant herein and for the performance by Tenant of all Tenant's obligations hereunder. The provisions of this paragraph relating to such lien and security interest shall constitute a security agreement under the Uniform Commercial Code of the State of Florida so that Landlord shall have

and may force a security interest on all property of Tenant now or hereafter placed in or on the Premises, in addition to and cumulative with Landlord's liens and rights provided by law or by the other terms and provisions of this Lease. Tenant agrees to execute as debtor such financing statement or statements and such other documents as Landlord may now or hereafter request in order to perfect, continue or further protect Landlord's security interest. In the event Landlord retakes possession of the Premises in exercise of Landlord's rights hereunder, Landlord may remove any personal property located on the Premises and place same in storage without notice or liability to Tenant for such removal. Such property may be placed in a commercial storage facility in the name of Tenant and Tenant shall be liable for the cost of such removal and storage as additional rent hereunder. In the event Tenant does not pay the storage costs, the property stored may be abandoned by Landlord, which shall have no obligation and no liability for declining to pay such costs to protect such property. The foregoing rights shall be in addition to Landlord's claim for Landlord's lien and Landlord's rights under Chapter 715 Florida Statutes.

### **ARTICLE XXXI BROKERS**

Landlord and Tenant represent and warrant to each other that neither of them has employed, engaged or consulted with any broker in connection herewith except for Florida Commercial Enterprises, LLC, and Signature International Premier Properties, LLC (the "Brokers"). Landlord and Tenant hereby agree to indemnify and hold each other harmless against any loss, expense or liability with respect to any claims for commissions or brokerage fees arising out of any breach of the foregoing representation and warranty. Landlord has agreed to pay Brokers a commission in accordance with a separate written agreement.

### **ARTICLE XXXII MISCELLANEOUS**

Landlord does not warrant that any of the services that Landlord may supply will be free from interruption. Tenant acknowledges that any one or more of such services may be suspended by reason of an accident, repair, alterations or improvements, by strikes or lockouts, by reason of operation of law, acts of war, terrorism and bioterrorism, pandemic, or other causes beyond the reasonable control of Landlord. No such interruption or discontinuance of service shall ever be deemed an eviction or a disturbance of Tenant's use, enjoyment and possession of the Premises or any part thereof, nor render Landlord liable to Tenant for damages by abatement or reduction of any Monthly Base Rent or Additional Rent, nor relieve Tenant from any payment or performance obligations under this Lease unless due to the gross negligence or willful misconduct of Landlord. If Landlord's performance of any obligation hereunder is prevented, delayed, retarded or hindered by acts of God, weather conditions, restrictions imposed by any governmental agency, fire or other casualty, labor strikes, pandemic, material shortages, construction delays, war, flood, or other delays beyond the reasonable control of the Landlord (each, a "Force Majeure Event"), then the Landlord may extend the time for performance for a period of time equivalent to the period of such delay but not exceeding an additional 270 days.

The parties acknowledge that a substantial portion of negotiations, anticipated performance and execution of this Lease occurred or will occur in St. Lucie County, Florida, and that the Premises is located in St. Lucie County, Florida. Therefore, without limiting the jurisdiction or

venue of any other federal or state courts, each of the parties irrevocably and unconditionally (a) agrees that any suit, action or legal proceeding arising out of or relating to this Lease will be brought in the courts of record of the State of Florida in St. Lucie County or the court of the United States, Southern District of Florida; (b) consents to the jurisdiction of each court in any suit, action or proceeding; and (c) waives any objection which it may have to the laying of venue of any suit, action or proceeding in any of the courts.

All covenants, agreements, representations and warranties made in this Lease or otherwise made in writing by any party pursuant to this Lease will survive the execution and delivery of this Lease and the consummation of the transactions contemplated.

The failure or delay of any party at any time to require performance by another party of any provision of this Lease, even if known, will not affect the right of that party to require performance of that provision or to exercise any right, power or remedy, and any waiver by any party of any breach of any provision of this Lease should not be construed as a waiver of any continuing or succeeding breach of provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Lease. No notice to or demand on any party in any case will, of itself, entitle a party to any other or further notice or demand in similar or other circumstances.

Tenant shall comply with all laws, ordinances, rules and/or regulations applicable to the use and occupancy of the Premises by Tenant and the business therein conducted by Tenant as such laws, ordinances, and/or regulations have been promulgated by public authorities having jurisdiction over the Tenant, the Premises, and/or the business of Tenant. Notwithstanding the foregoing, or anything to the contrary contained herein, in the event there is a legal requirement to make a repair, alteration or improvement to the Premises, Tenant shall be obligated to comply with the same only if such compliance is necessitated by Tenant's improper acts or omissions (when there is a duty to act), negligence or specific manner of use of the Premises, in contradistinction to mere use of the Premises as permitted in this Lease and in no event shall Tenant be responsible for structural repairs, replacements or alterations to the Premises.

If at any time while this Lease is in effect, Landlord receives a bona fide offer (an "Offer"), from any third party to purchase the Premises and Landlord desires to accept the Offer, Landlord shall notify Tenant in writing of the Offer, with such notice containing a copy of the contract and all other applicable terms and conditions ("Landlord's Notice"). Tenant shall then have the right to purchase the Premises at the purchase price and on the other terms and conditions set forth in Landlord's Notice, on or before the date which is agreed to with the third party. Tenant's right under this Lease is referred to as the "Right of First Refusal." Tenant shall exercise the Right of First Refusal, if at all, by providing Landlord written notice ("Notice of Exercise"), within seven (7) days after receipt by Tenant of the complete Landlord's Notice, and Tenant shall purchase the Premises pursuant to the same terms and conditions as set forth in Landlord's Notice. If Tenant does not timely provide Landlord with the Notice of Exercise, Landlord may offer the Premises to the third party on the terms set forth in Landlord's Notice.

[Signature Page Follows]

**LANDLORD:  
MARGARET D. ANDREWS**

*Margaret "Wiggie" D. Andrews*

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**LANDLORD:  
DAVID D. ANDREWS**

*David D. Andrews*

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**LANDLORD:  
JOANN ANDREWS**

*Joann Andrews*

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**LANDLORD:  
CHRISTOPHER HOLDER**

*Christopher Holder*

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**LANDLORD:  
ELIZABETH MACMANUS**

*Elizabeth MacManus*

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**TENANT:  
ATP 21, LLC**

By:   09/02/2025 6:11 PM EDT

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Print: Marie Roger

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Its: \_\_\_\_\_

**EXHIBIT A**  
**Real Property**

Legal Description: WALTON ROAD JOINT VENTURE (PB 42-13) LOT 1 (3.266 AC) (MAP 34/35S) (OR 2085-530: 3201-2803; 3245-470: 3398-2711; 3455-1838: 3687-2681: 3943-2660)

**EXHIBIT B**  
**Rent Schedule**

| <u>Lease Year</u>   | <u>Monthly Rent</u> | <u>Monthly Additional Rent</u> | <u>Monthly Total</u> |
|---------------------|---------------------|--------------------------------|----------------------|
| 12/01/25 – 03/31/26 | \$0.00              | \$0.00                         | \$0.00               |
| 04/01/26 – 08/31/26 | \$10,719.50         | \$7,633.50                     | \$18,353.00          |
| 09/01/26 – 03/31/27 | \$20,719.50         | \$7,633.50                     | \$28,353.00          |
| 04/01/27 – 03/31/28 | \$21,341.09         | TBD                            | TBD                  |
| 04/01/28 – 03/31/29 | \$21,981.32         | TBD                            | TBD                  |
| 04/01/29 – 03/31/30 | \$22,640.76         | TBD                            | TBD                  |
| 04/01/30 – 03/31/31 | \$23,319.98         | TBD                            | TBD                  |
| 04/01/31 – 03/31/32 | \$24,019.58         | TBD                            | TBD                  |
| 04/01/32 – 03/31/33 | \$24,740.17         | TBD                            | TBD                  |
| 04/01/33 – 03/31/34 | \$25,482.38         | TBD                            | TBD                  |
| 04/01/34 – 03/31/35 | \$26,246.85         | TBD                            | TBD                  |
| 04/01/35 – 03/31/36 | \$27,034.25         | TBD                            | TBD                  |

\*Option Period(s) Rent shall continue to increase by 3%, and Additional Rent is subject to actual costs. Additional Rent subject to change based on actual costs.

H7  
09/02/2025  
6:11 PM EDT  
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**EXHIBIT C**  
**Form of Lease Guaranty**

September

In order to induce DAVID D ANDREWS, JOANN ANDREWS, MARGARET D ANDREWS, CHRISTOPHER HOLDER, AND ELIZABETH MACMANUS (“Landlord”) to enter into a Lease with ATP 21, LLC (“Tenant”), said Lease being dated ~~August~~ 2, 2025, and to grant to Tenant such renewals, extensions, forbearances, releases, or other relinquishment of legal rights as Landlord may deem advisable, and for other valuable considerations, the receipt and sufficiency of which are hereby dully acknowledged, the undersigned (“Guarantor”), hereby guarantees, absolutely and unconditionally, to the Landlord, its successors and assigns, the full and prompt performance of all covenants, conditions and agreements under the above referenced Lease, by Tenant, including, but not omitted to, payment of rent and tenant improvement obligations. The Guarantor expressly agrees that the validity of this Agreement and its obligations hereunder shall in no way be terminated, affected, or impaired by reason of the granting by the Landlord of any indulgence to the Tenant or by reason of the assertion by the Landlord against the Tenant of any of the rights or remedies reserved to the Landlord pursuant to the provisions of such Lease. This Guaranty shall remain and continue in full force and effect for the entire term of the Lease (i.e. 10 years) together with any renewal periods if so exercised (said period being hereafter referred to as the “Guaranty Term”) and shall be automatically null and void after the expiration of the Term of the Lease (including the renewal term(s) and no written release or termination from Landlord shall be necessary). During the Guaranty Term, this Guaranty shall be effective as to any modifications of such Lease whether or not the Guarantor shall have received any notice of or consented to modification. Guarantor’s liability under the Guaranty shall be primary, and in any right of action which shall accrue to the Landlord under such Lease, the Landlord may at its option proceed against the Guarantor and the Tenant, jointly and severally, and may proceed against the Guarantor without having commenced any action against or having obtained any judgment against the Tenant.

The failure of the Landlord to insist in any one or more instances upon a strict performance or observance of any term, provision, or covenant of the aforesaid Lease or to exercise any right therein contained shall not be construed or deemed to be a waiver of relinquishment for the future of such term, provision, covenant, or right, but the same shall continue and remain in full force and effect. Receipt by the Landlord of rent with knowledge of the breach of any provisions of such Lease shall not be deemed a waiver of such breach.

This Lease Guaranty has been executed on this 2 day of September, 2025.

Signed, sealed, and delivered  
in the presence of:

  
09/02/2025 6:00 PM EDT  
\_\_\_\_\_  
Aaron Oken

“GUARANTOR”  
Marie R. Roger

  
09/02/2025 6:11 PM EDT  
\_\_\_\_\_

Witness  
  
09/02/2025 6:13 PM EDT  
\_\_\_\_\_  
Rony Perrin  
Witness

## Document Details

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| <b>File Name</b>   | Lease Agreement - signed by tenant.pdf |
| <b>Document ID</b> | de977c5314104b42bc74a0be1aa80879       |
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