

State of Florida



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE: March 19, 2020

TO: Adam J. Teitzman, Commission Clerk, Office of Commission Clerk

FROM: Margarita Yglesias de Ayala, Public Utility Analyst I, Office of Industry Development & Market Analysis *MYA*

RE: Docket No. 20200023-TS Application for transfer of shared tenant Certificate No. 4405 from Accent Property Management, LLC d/b/a The Centers of Westshore to Virtual Offices, Inc.

Attached is supporting documentation and replacement pages one and five of application to provide telecommunications service in Florida for Virtual Offices, Inc. Please add to docket file. If you have any questions please contact me at 413-6594.

RECEIVED-FPSC
2020 MAR 19 PM 2:56
COMMISSION
CLERK

APPLICATION

This is an application for (check one):

Original certificate (new company)

Approval of transfer of existing certificate: Example, a non-certificated company purchases an existing company and desires to retain the original certificate rather than apply for a new certificate.

Please provide the following:

1. Full name of company, including fictitious name(s), that must match identically with name(s) on file with the Florida Department of State, Division of Corporations registration:

Virtual Offices, Inc.
DBA: The Centers of Westshore

2. The Florida Secretary of State corporate registration number:

P19000087036

3. F.E.I. Number: 84-3784978

4. Structure of organization:

The company will be operating as a:
(Check all that apply):

- | | |
|--|---|
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> General Partnership |
| <input type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Other, please specify below: |
- _____

If a partnership, provide a copy of the partnership agreement.

If a foreign limited partnership, proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS). The Florida registration number is: _____

10. Where will you officially designate as your place of publicly publishing your schedule a/k/a tariffs or price lists)? (Tariffs or price lists MUST be publicly published to comply with Florida Statute 364.04).

Florida Public Service Commission

Website – Please provide Website address: _____

Other – Please provide address: 550 N Red St. Suite 300
Tampa FL 33609

STEPHEN GILBERT

85 Deerpath Drive
Oldsmar, FL 34677
(503) 720-3904
sagilbert4@msn.com

EXECUTIVE SUMMARY

Highly effective business leader with extensive experience in the Insurance and Financial Services Industry. Broad and highly transferable skill set. Career record of success in leading high-performing teams and Independent Contract Agents to exceeding Company goals and expectations. Brings an inclusive and cooperative leadership style that incorporates a practical approach to problem solving that drives substantial and sustainable business growth. Positively impacts organizational results and agent performance by influencing perspectives through an informed and consultative approach which empowers achievement of success. Quickly assesses issues and implements solutions that engage all involved to move forward in positive and productive ways.

Highly skilled at establishing rapport and building long-term, mutually beneficial relationships at all levels of the organization, across business units and with Independent Contract Agents. Collaborative and adaptable leader with exceptionally strong planning, organizational, problem-solving, analytical, listening, decision-making and communication skills.

BUSINESS ACUMEN

Sales Leadership
Organizational Development
Relationship Development
Strategic Planning and Execution
Leadership

Business Development
Training and Staff Development
Communication and Presentation
Problem Solving/Issue Resolution

Financial Service Marketing
Team Leadership
Time-Management
Goal Setting/Execution

EXECUTIVE ROLES

<u>Regional Sales Manager</u>	Present	Allstate Insurance
<u>District Sales Manager</u>	2005-2011	Farmers Insurance Group
<u>District Director</u>	2000-2005	Department of Homeland Security

Progressed through a series of positions and promotions, culminating in various challenges to meet and exceed operational goals. Developed a strong sense of team building and leadership through various opportunities in all positions. As a District Director working for Customs and Border Protection, I supervised over 120 federal employees and developed powerful liaisons with many of my federal counterparts. Developed strategic operational plans to combat narcotic and terrorism threats in a three state radius. Achieved highest performance awards. As a sales manager I have lead up to 600 multi-cultural independent business owners within the Insurance and Financial Services sector. My teams have led in many categories from quotes, property and casualty sales, life insurance and financial services sales, profit and sound underwriting, premium growth, and recruiting. Experienced in strategic deployment, leadership development, sales forecasting, operational initiatives,

market analytics and sales training and development programs.

EDUCATION

1994 Bachelor Degree, Business Administration (Management Concentration), Florida International University

DESIGNATIONS AND PROFESSIONAL DEVELOPMENT

Designations Earned: LUTCF, FSCP

Insurance Licensed in Delaware, Maryland, District of Columbia, Virginia, and West Virginia, Florida

Financial Services Series 6, 63, 26, and 51

REFERENCES

Available upon request

Heather Gilbert
85 Deerpath Drive
Oldsmar, FL 34677
503-341-9772
hmgilbert007@gmail.com

Professional Summary

- Manager/Recruiter with over 10+ years of customer service, staffing, sales, management, and organizational experience.
- Highly experienced and knowledgeable in customer service, data entry, A/R, A/P, human resources, payroll, billing, new hire orientation, recruiting, and training.
- Outstanding communication skills that have led to my outperforming peers and increased sales, and overall managerial success in all positions held.
- Experience with researching and developing industry contacts to establish appropriate sales referrals.
- Created marketing plans and strategies to increase productivity for Insurance Agents

Experience

Regional Program Director **Country Campus Learning Center** **1/12 – 6/19**

- Managed 3 learning centers for children that cared for 150 children (infant to 12 years)
- Planned activities and outings that focused on physical development, further education, and intellectual growth.
- Maintained detailed records on activities and time and attendance for each child under my care.
- Supervised 3 center directors to ensure proper safe operation of the centers in accordance with WA State laws
- Prepared all accounting and payroll services for the company
- Provided customer service to internal employees, external parents, and all external contract work that ranged from food delivery, contractors for facility improvements, and all utilities
- Maintained vehicle maintenance on a fleet of vans used to transport children back and forth to local schools

Owner/Director **Gilbert Properties LLC** **1/16 – Present**

- **Managed two commercial properties in Vancouver WA**
- **Maintained all business filings as required by Federal, State, and local offices**
- **Provided all bookkeeping on the businesses and provided weekly information to the CPA for monthly, quarterly, and yearly tax fillings**
- **Negotiated and maintained leases for both properties**
- **Collected rent monthly from tenants**
- **Provided point of contact and main customer service for anything related to the properties**

**Assistant District Manager
Farmers Insurance Clackamas, OR
9/07 – 12/11**

- Managed recruiting efforts including determining appropriate recruitment strategy based on drafting and posting advertisements and using case-by-case approaches to build candidate pools.
- Developed networking centers of influence to attract high caliber representatives who outperformed others throughout other districts in the same geographic area.
- Key Person in the selection process of sales agents including pre-screening resumes and phone interviewing candidates. Made direct hiring decisions
- Managed, Directed, Trained, and Supervised over 30 sales agents
- Responsible for all Payroll and Accounting Duties for the District which included tax filings
- Created marketing campaigns for Agents and executed the plans in the field during joint training sales appointments.
- In charge of ordering all Para-meds and obtaining all third party info from medical centers for Life Insurance underwriting and Para-med requirement completions.

**Daycare Owner/Operator
Heather's Feathers Vancouver, WA
11/05 – 9/07**

- Owned and operated my own in-home daycare business.
- Interacted with children and communicated with parents.
- Planned activities and outings that focused on physical development, further education, and intellectual growth.
- Maintained detailed records on activities and time and attendance for each child under my care.
- Prepared nutritious meals and snacks.
- Prepared all accounting and payroll services for the company
- In charge of all State and Federal guidelines for owning and operating business

**Import/Export Agent, Customer Service Supervisor, Admin. Assistant
Evergreen Aviation Portland, OR
9/00 – 3/05**

- Processed import/export documents in order to enter goods through the Federal regulatory agencies such as Customs, Immigration, Agriculture, Transportation Security, Etc. for contracted air carriers such as USPS, UPS, Korean Air, and Lufthansa. Supervised fifteen customer service agents at the departure gates and passenger departure ticket counter for Lufthansa Airlines.
- Provided passengers customer service, conducted baggage tagging and check in, issued boarding ticketing, made and changed reservations, issued seat assignments, etc.
- Provided schedules for agents to cover all shifts and assigned operational areas.
- Responsible for fulfilling all general office duties, filing, and multi-line phone systems, and utilized programs such Microsoft Office applications.
- HR/ Accounting and Payroll for PDX office
- Responsible for the start up of new bases within the US.

Education

David Douglas HS, Portland, OR 1994

Mt. Hood Community College, Pre-Nursing, Gresham, OR 1996

Operating Company Name	Year One Projections		Year Two Projections		Year Three Projections		
Revenue							
Product/Service #2	538,200	73.5%	613,600	74.1%	656,500	74.6%	
Support Services-Phones, Furniture, Admin	193,752		214,760		229,775		
Total Revenue	731,952	100.0%	828,360	100.0%	886,275	100.0%	
COGS							
Product/Service #2	-	0.0%	#VALUE!		#VALUE!		
Total COGS	-	0.0%	-	0.0%	-	0.0%	
Gross Profit	731,952	100.0%	828,360	100.0%	886,275	100.0%	
Operating Expenses							
Compensation of Officers	72,000	9.8%	72,000	8.7%	72,000	8.1%	
Salaries & Wages	48,000	6.6%	50,000	6.0%	50,000	5.6%	
Repairs & Maintenance	1,800	0.2%	2,500	0.3%	2,500	0.3%	
Rent	414,000	56.6%	472,000	57.0%	505,000	57.0%	
Taxes & Licenses	5,000	0.7%	5,000	0.6%	5,000	0.6%	
Depreciation							
Amortization	33,333	4.6%	33,333	4.0%	33,333	3.8%	
Advertising	3,600	0.5%	5,000	0.6%	5,000	0.6%	
Interest(SBA)	17,250	2.4%	17,250	2.1%	17,250	1.9%	
Taxes & Licenses	7,500	1.0%	8,500	1.0%	8,500	1.0%	
	-	0.0%	-	0.0%	-	0.0%	
Other G&A	15,000	2.0%	16,000	1.9%	16,000	1.8%	
Total Oper. Expenses	617,483	84.4%	681,583	82.3%	714,583	80.6%	
Operating Inc. and (Loss)	114,469	15.6%	146,777	17.7%	171,692	19.4%	
Interest (Expense)	-	0.0%	-	0.0%	-	0.0%	
Net Income	114,469	15.6%	146,777	17.7%	171,692	19.4%	
Adjustments to Cash Flow							
Rent Expense	Linked	-	0.0%	-	0.0%	-	0.0%
Depreciation	Linked	-	0.0%	#VALUE!		#VALUE!	
Amortization	Linked	33,333	4.6%	33,333	4.0%	33,333	3.8%
Interest Expense	Linked	17,250	2.4%	16,500	2.0%	16,500	1.9%
Total Adjustments		50,583	6.9%	49,833	6.0%	49,833	5.6%

**CLOSING STATEMENT
SELLER**

December 27, 2019

Re: Accent Property Management, LLC to Virtual Offices, Inc.

Total Sales Price		\$ 500,000.00
Escrow Deposit	\$ 60,000.00	
Promissory Note	\$ 50,000.00	
Dogwood Bank SBA Financing	\$ 390,000.00	
Cash at Closing	\$ -	
	<u>Total \$ 500,000.00</u>	includes inventory

Expenses:

Website Closers LLC	\$ 40,000.00
Security Deposits (payable to Virtual Offices, Inc.)	\$ 42,850.00
Customer Credits (payable to Virtual Offices, Inc.)	\$ 870.21
January Invoices - Funds Received (payable to Virtual Offices, Inc.)	\$ 9,591.54
Joseph N. Perlman, Esquire (1/2 fee)	\$ 2,500.00
	<u>Total Expenses \$ 95,811.75</u>

Credits:

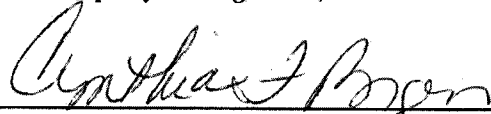
2020 Tangible Property Tax Prorate (T0026959500) - Exempt	\$ -
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NET DUE TO SELLER

\$ 354,188.25

Accepted:

Accent Property Management, LLC



Cynthia F. Brazen, Managing Member

**CLOSING STATEMENT
BUYER**

December 21, 2019

Re: Accent Property Management, LLC to Virtual Offices, Inc.

Total Sales Price \$ 500,000.00

Escrow Deposit	\$ 60,000.00	
Promissory Note	\$ 50,000.00	
Dogwood Bank SBA Financing	\$ 390,000.00	
Cash at Closing	\$ -	
Total	\$ 500,000.00	includes inventory

Expenses:

UCC Search	\$ 75.00
Record UCC-1	\$ 75.00
Fictitious Name	\$ 185.00
2020 Tangible Property Tax Prorate (T0026959500) - Exempt	\$ -
Documentary Stamps	\$ 175.00
Joseph N. Perlman, Esquire (1/2 fee)	\$ 2,500.00
Total Expenses	\$ 3,010.00

DUE FROM BUYER AT CLOSING \$ 393,010.00

Accepted:

Virtual Offices, Inc.



Stephen Gilbert, President

C Brazeal
Yahoo.com


Florida *The Sunshine State*
DRIVER LICENSE CLASS E
B625-117-57-552-0




CYNTHIA SUZANNE
BRAZEN
4008 CAPITOL DR
PALM HARBOR, FL 34685-1079
DOB: 02-12-1967 SEX: F
ISSUED: 01-24-2013 HEIGHT: 06
EXPIRES: 02-12-2021

Cynthia Brazen
ORGAN DONOR
SAFE DRIVER
Operation of a motor vehicle constitutes consent to any sobriety test required by law


SA Gilbert
MSN.com

Florida DRIVER LICENSE 
G416-781-67-244-0 CLASS 9



GILBERT
STEPHEN ABERCROMBIE
85 DEERPATH DR
DUNSMAR, FL 34627-2064
DOB: 07-04-1967 SEX: M SAFE DRIVER
EXPIRES: 07/04/2026 HEIGHT: 6'-00"
12 REPT: NONE 9a END: NONE

Stephen Abercrombie
44 ISS: 01/05/2018
5 DP: 07/01/2018
Operation of a motor vehicle constitutes consent to any sobriety test required by law



AFFIDAVIT OF NO LIENS

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, this day personally appeared Cynthia F. Brazen, individually and as Managing Member of Accent Property Management, LLC (hereinafter referred to as singularly or collectively as "Affiant"), who being by me first duly sworn, deposes and says that to the best of their knowledge:

1. That Accent Property Management, LLC is the owner of the following described personal property located at 550 Nort Reo Street, Suite 300, Tampa, FL 33609, Hillsborough County, Florida:

SEE ATTACHED EXHIBIT "A"

2. That said personal property is now in the possession of the record owner.

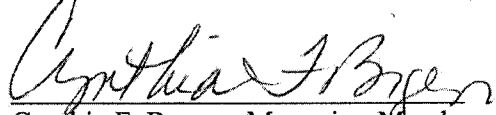
3. That there has been no labor performed or materials furnished to the personal property within in the past three months for which there are unpaid bills for labor or material against said personal property; and that there are no claims whatsoever of any kind or description against said personal property for which liens could be filed according to the statutes in such cases made and provided.

4. That Affiant hereby warrants it has received no notice of any public hearing regarding assessments for improvements by any Government within the past three (3) months, and that there are no improvements thereto by any Government, whether or not said assessments appear of record relative to said personal property.

5. That there is no outstanding unrecorded contract of sale, deed, conveyance or security agreement affecting the title to said personal property.

6. This representation is made under oath for the purpose of inducing Virtual Offices, Inc. to purchase the personal property described in Exhibit "A" and referred to herein above.

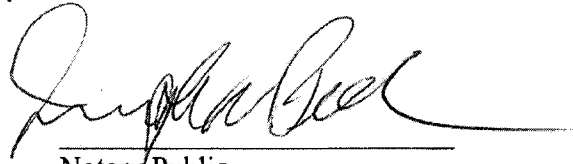
Accent Property Management, LLC



Cynthia F. Brazen, Managing Member and Individually

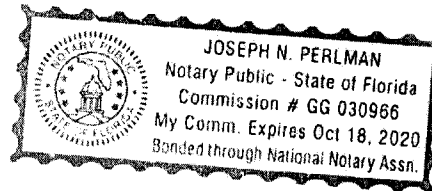
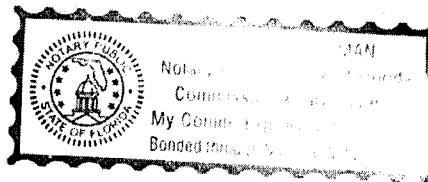
I HEREBY CERTIFY that on this day Cynthia F. Brazen personally appeared before me, duly authorized to administer oaths and take acknowledgments, who first being sworn states that the facts herein contained are true.

Dated this 17 day of December, 2019.



Notary Public

My Commission Expires:



ACKNOWLEDGMENT OF ASSET ACQUISITION STATEMENT

This Acknowledgment of Asset Acquisition Statement, made and entered into this 27 day of December, 2019 as to "Centers of Westshore" by and between:

Accent Property Management, LLC
(collectively the "Seller")

and

Virtual Offices, Inc.
(collectively the "Buyer")

WITNESSETH:

1. The parties acknowledge and agree that Joseph N. Perlman, Esquire, has advised them that the subject transaction is or may be subject to the filing with Internal Revenue Service of an Asset Acquisition Statement under Section 1060 of the Internal Revenue Code.

2. The parties hereby agree to allocate the Purchase Price over assets sold and purchased as follows, and file identical Asset Acquisition Statements (Form 8594) with the I.R.S.:

<u>Asset</u>	<u>Price</u>
Furniture, Fixtures, and Equipment	\$ <u>25,000.00</u>
Training and Transition	\$ <u>15,000.00</u>
Goodwill	\$ <u>450,000.00</u>
Covenant Not to Compete	\$ <u>10,000.00</u>
Total	\$ <u>500,000.00</u>


3. The parties acknowledge and agree that Joseph N. Perlman, Esquire has provided them with Internal Revenue Service Form 8594 (July 1, 1988).

4. The parties acknowledge and agree that Joseph N. Perlman, Esquire shall have no responsibility for the preparation and/or filing of said Form 8594 and the parties hereby agree to hold Joseph N. Perlman, Esquire harmless therefrom.

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

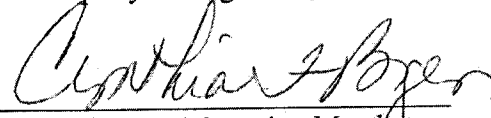
Signed, Sealed and Delivered
in the Presence of:






As to Seller:

Accent Property Management, LLC

By: 
Cynthia F. Brazen, Managing Member

As to Buyer:

Virtual Offices, Inc.

By: 
Stephen Gilbert, President


ASSIGNMENT

For Ten and No/100 Dollars and other good and valuable consideration, the undersigned, Stephen Gilbert, hereby assigns all of his right, title and interest in and to that Contract dated October 5, 2019 by and between Stephen Gilbert and MGBG, Inc. as Buyer, and Accent Property Management, LLC, as Seller, to Virtual Offices, Inc., Assignee/Buyer.

Dated: December 21, 2019


Buyer:

MGBG, Inc.

By: 

Stephen Gilbert, President

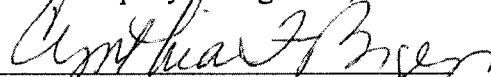
Virtual Offices, Inc.



Stephen Gilbert, President

Seller:

Accent Property Management, LLC



Cynthia F. Brazen, Managing Member

BILL OF SALE ABSOLUTE

KNOW ALL MEN BY THESE PRESENTS,

That, Accent Property Management, LLC, as party of the first part, for and in consideration of the sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00), lawful money of the United States, to it Virtual Offices, Inc., party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the said party of the second part, the following goods and chattels:

All data, materials, furniture, fixtures, equipment, inventory, all related name rights, code, all related websites, contracts, agreements, licenses, permits, goodwill, general intangibles and tangible assets (tangible assets more fully described in Exhibit A) (collectively, the "Assets"). In addition to the Domain Names, the Seller is assigning, conveying and transferring the look and feel, code and all content of the website displayed and operating on the Domain Names (collectively, the "Website"), any and all trademarks, trade dress, copyright or other intellectual property rights in or pertaining to the Website (collectively, the "Intellectual Property"), all Website traffic, graphics, content, databases, forms, internal search engines, advertising on or relating to the Website data, programming code, user and customer lists, consumer data and all other information and property as it pertains to the Website or the operation thereof, including, but not limited to, all social media accounts, including, but not limited to, the Business's Facebook, Twitter, Pinterest, Google Plus, YouTube and Myspace accounts, comparison shopping website accounts, and any other similar accounts, services or websites used by the Business (and all users/fans/followers thereof), blogs, email accounts, SSL certificates, PCI compliance certificates, and accounts with hosts and/or shopping cart providers used by the Website and/or its blog, and any other accounts or third party relationships or software used by the Business to operate, or that has been collected or used during the operation of, the Website (collectively, the "Website Data") and any goodwill associated therewith (the Domain Names, the Website, the Assets, all Intellectual Property, all Website Data and any and all goodwill associated therewith shall hereinafter collectively be referred to as the "Business"), trade name of "Centers of Westshore", telephone number, and goodwill (not listed on Exhibit A) as listed on Exhibit "A", and attached hereto.

TO HAVE AND TO HOLD the same unto the said party of the second part forever.

And it does covenant to and with the said party of the second part that it is the lawful owner of the said goods and chattels; that they are free from all encumbrances; and that it will warrant and defend the sale of the said property, goods and chattels hereby made, unto the said party of the second part, against

the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, Cynthia F. Brazen has hereunto set his hands and seal this 27 day of December, 2019.

Signed and sealed in the presence of:

[Handwritten Signature]
[Handwritten Signature]

Accent Property Management, LLC

By: [Handwritten Signature]
Cynthia F. Brazen, Managing Member

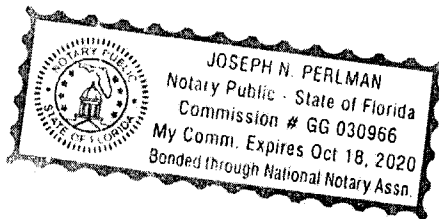
STATE OF FLORIDA)
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day Cynthia F. Brazen personally appeared before me, an officer, duly authorized to administer oaths and take acknowledgments and to me well known to be the person described in and who executed the foregoing Absolute Bill of Sale, and she acknowledged before me that she executed the same freely and voluntarily for the purposes therein expressed.

WITNESS, my hand and official seal this 27 day of December, 2019.

My Commission Expires:

[Handwritten Signature]
Notary Public



October 1,2019

Centers of Westshore

Asset List

33	Office furniture sets- desk, credenza, desk chair, 2 side chairs
57	Prints
17	Plants
1	Reception area-2 Love seats, 2 chairs, 2 tables, 2 lamps
1	Main Conference room-Table, library table, 10 chairs, Presentation center
1	Conference room 2, Conference table 8 chairs
1	Conference room 3-Conference table 6 chairs
1	Managers Office-1 desk, 3 chairs, Credenza, Hutch/file cabinet
1	Work area-1Desk, 7 chairs/TBL
1	Phone Sets-61/Univerge SV9100 Tel/Sys
4	Computer/Telephone Answer/devices
1	High Speed Internet system
1	Color Copier-Xerox Workcenter Pro C3545
1	Postage Machine
1	Printer
1	Fax Machine-Brother
1	Telephone air cond system
1	Audio Visual Equipment-TV, TV Cart, Projector presentation Center
1	Refrigerator
21	Individual desks
7	File Cabinets
8	Book cases
3	Small round Conference table

CLOSING AGREEMENT

THIS AGREEMENT, executed this 21 day of December, 2019, by and between Accent Property Management, LLC d/b/a Centers of Westshore, hereinafter referred to as "SELLER" and Virtual Offices, Inc., hereinafter referred to as "BUYER".

WHEREAS, BUYER and SELLER have executed a contract for the sale and purchase of certain goodwill and inventory of with 550 Nort Reo Street, Suite 300, Tampa, FL 33609.

WHEREAS, BUYER and SELLER have agreed to assist in the transition of the business known as "Centers of Westshore"

WHEREAS, the parties have agreed to the sale and to provide for an orderly transition of the business as follows:

1. "OUTSIDE OF CLOSING": All utilities, customer deposits, gift cards, discount coupons, telephone & lease/utility deposits, including pro rates, which shall be done outside of closing by Virtual Offices, Inc. and Accent Property Management, LLC

2. "PURCHASE AGREEMENT": The Asset Purchase Agreement executed October 5, 2019, and the Addenda thereto shall survive the closing.

3. "ESCROW AGENT":

(a) Designation: Seller and Buyer do hereby appoint and designate the law firm of Joseph N. Perlman, Esquire as Escrow Agent for the purposes set forth in the Agreement.

(b) Escrow Agent May Act as Attorney: The parties acknowledge and agree that nothing in this Section 5 shall prohibit Escrow Agent from serving in a similar capacity on behalf of others.

(c) Duties and Indemnification:

(1) Seller and Buyer acknowledge that the Escrow Agent is acting solely as a stakeholder at their request and for their convenience. Seller and Buyer shall jointly and severally indemnify and hold the Escrow Agent harmless from and against all costs, claims and expenses including reasonable attorneys' fees, incurred in connection with the performance of the Escrow Agent's duties hereunder, except with respect to action or omissions taken or suffered by the Escrow Agent in bad faith, in willful disregard of this Agreement or involving gross negligence on the part of Escrow Agent.

(2) The Escrow Agent is not a party to, and is not bound by, any agreement which may be evidenced by, or arise out of, the foregoing instructions, other than as expressly therein set

forth.

(3) The Escrow Agent shall be protected in acting upon any written notice, request, waiver, consent, receipt or other paper or document or signature thereon which the Escrow Agent in good faith believes to be genuine and what it purports to be signed by any officer, general partner, as the case may be, or other person(s) having apparent authority from the respective party or parties.

(4) The Escrow Agent may consult with, and obtain advice from, legal counsel in the event of any dispute or questions as to the construction of any of the provisions hereof of its duties hereunder, and it shall incur no liability and shall be fully protected in acting in good faith in accordance with the opinion and instructions of such counsel.

(5) The Escrow Agent shall be entitled to refrain from taking any proposed action, in the event it shall be uncertain as to its duties or rights hereunder or shall receive written instructions from Seller or Buyer with respect to this Agreement which, in its sole opinion, is in conflict with any of the provisions of this Agreement until, at its sole option, it (i) shall be indemnified in writing by either Seller or Buyer or (ii) shall have received an order of a court, or an opinion of its counsel; provided, however, that it may in such event deposit such monies as may be the subject matter of such proposed action with the clerk of the Circuit Court of Hillsborough County, Florida, or such other court as shall have competent jurisdiction, and, upon giving notice to the other parties hereto of the same, shall be relieved and discharged of any further obligations and responsibilities with respect thereto. However, if the matter in dispute is of a non monetary nature, the Buyer and Seller will submit the issues to mediation or arbitration, if agreed by each party at time of dispute in writing, with each party reserving to themselves the right to exercise these remedies as provided by law.

4. "BROKERS": The parties hereto do release and discharge Website Closers, LLC from any and all further liability, which may arise out of this transaction. The parties further agree that broker has fulfilled the duties and responsibilities expected of it and that broker is released from any further responsibility arising out of this transaction.

5. "NOT INCLUDED IN THIS TRANSACTION": Cash, prepaids and accounts receivable are not included.

6. "TAXES": Seller shall pay all taxes required with or resulting from the sale of the Assets and Business pursuant to the Asset Purchase Agreement with the exception of any sales

taxes created by the sale of tangible assets - estimated to be \$10,000.00 or less depending upon the allocations agreed upon between the parties.

7. "CONTRACTS": The following contracts are built into the operating expense structure and will be assumed by the Buyer: A. Phone System - \$554.80 per month thru fall then \$1 buyout – last month has been paid and is transferred to Buyer. B. Postage Meter - \$174/quarter. C. Plant Care - \$87.68/mo. D. Spectrum (internet) contract - \$1,440/mo +/- Buyer to indemnify and hold Seller harmless on the foregoing obligations.

IN WITNESS WHEREOF, we hereunto subscribe our signatures this 27 day of December, 2019.

As to Seller

Accent Property Management, LLC

By: Cynthia F. Brazen
Cynthia F. Brazen, Managing Member and Individually

WITNESSES:

[Signature]
[Signature]

As to Buyer

Virtual Offices, Inc.

By: [Signature]
Stephen Gilbert, Individually and as President

[Signature]
[Signature]

COVENANT NOT TO COMPETE

THIS AGREEMENT, made and entered into as of December 27, 2019, by and between Cynthia F. Brazen individually and as Managing Member of Accent Property Management, LLC, as Seller, and Virtual Offices, Inc., as Buyer.

WITNESSETH:

WHEREAS, the Buyer has agreed to buy the assets from Seller, said business is located at 550 Nort Reo Street, Suite 300, Tampa, FL 33609 Hillsborough County, Florida, and

WHEREAS, the parties have agreed that the Sellers shall execute a Non-Compete Agreement in favor of the Buyer, as an inducement for the purchase of said business.

NOW THEREFORE, it is agreed between the parties as follows:

1. The Seller, **Cynthia F. Brazen**, agrees that for a period of **ten (10) years** from the date of this Agreement, he will not engage, directly or indirectly either as a principal, agent, proprietor, stockholder, director, officer and employee, or participate in the ownership, management, operation or control, or have any interest of any nature whatsoever, in any organization, corporation, partnership, firm or business engaged in the office space and business support services business or in any business in competition with the operation therewith within **Hillsborough County** except as an employee or consultant on behalf of Buyer. The parties agree that the Seller has a legitimate interest in the business and pursuant to Section 542.335, Florida Statutes, Buyer is entitled to the benefits thereof, except as an employee.

2. Seller agrees that for a period of **ten (10) years** from and after the aforesaid sale, they will not directly or indirectly:

a. Solicit, divert or take away any customer, customers, supplier, or suppliers or employees of Buyer.

b. Except as directed by Buyer, disclose to any person whomsoever any of the trade secrets, methods, systems, customer lists, supplies, suppliers, addresses, telephone numbers or pricing used by Buyer in and about their business.

3. Seller further agrees that any breach of the provisions of this Agreement set forth above will result in irreparable injury to the Buyer, for which it will have no adequate remedy at law, and the Seller consents to an injunction in favor of the Buyer enjoining in any breach of such provisions by a court of competent jurisdiction, without prejudice to any other right or remedy to which the Buyer may be entitled. In the event that this Agreement shall be determined by any Court of competent jurisdiction to be unenforceable by reason of its being

extended for too great a range of activities, the parties agree that this Agreement shall be interpreted to extend only over the maximum period of time, geographic area, or range of activities as to which it may be enforceable.


4. This Agreement may be modified only by the parties hereto by written supplemental agreement, signed by both parties.


5. In consideration, of the aforementioned Agreement, Buyer hereby agrees to pay Seller the sum of Ten Thousand and 00/100 Dollars \$10,000.00.

This Agreement is made and delivered pursuant to the Asset Purchase Agreement dated October 5, 2019, and addenda thereto, and is subject to the provisions thereof and the defenses and offsets contained in the certain Warranty and Closing Agreement between the parties and others of even date herewith.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

WITNESSES:





As to Seller:

Accent Property Management, LLC

By: 
Cynthia F. Brazen, Managing Member and Individually

As to Buyer:

Virtual Offices, Inc.

By: 
Stephen Gilbert, President and Individually

TRANSFEROR'S SWORN LIST OF CREDITORS

WHEREAS, Accent Property Management, LLC known as the "Transferor", now conducts a business known as "Centers of Westshore", hereinafter referred to as/or the "Business", located in Hillsborough County, Florida, and has entered into an Agreement to sell such business, inventory, assets, trade name, and goodwill to Virtual Offices, Inc. hereafter referred to as "Transferee".

NOW THEREFORE, the transferor hereby represents that the following is a list of the names and addresses of all of his creditors with the amount due and owing to each:

Assumed Claims:

<u>NAME OF CREDITOR</u>	<u>AMOUNT</u>
Telephone System (assumed by Transferee)	\$554.80 per month through fall then \$1 buyout - last month is paid and is transferred to Buyer.
Postage Meter (assumed by Transferee)	\$174.00 per quarter
Plant Care (assumed by Transferee)	\$87.68 per month
Spectrum (internet) contract (assumed by Transferee)	\$1,440.00 per month +/-

Disputed Claims:

<u>NAME OF CREDITOR</u>	<u>BUSINESS ADDRESS</u>	<u>AMOUNT</u>
NONE	NONE	NONE
Total Disputed Claims:		<u>\$ -0-</u>

FURTHERMORE, Transferor hereby agrees to indemnify and hold Transferee harmless from any and all debts of Transferor relating to the assets being conveyed therewith to Transferee.

IN WITNESS WHEREOF, Transferor and Transferee have hereunto caused the execution hereof this 27 day of December, 2019.

Signed and sealed in the presence of:

WITNESSES:

[Signature]
[Signature]

Accent Property Management, LLC

By: [Signature]
Cynthia F. Brazen, Managing Member

[Signature]
[Signature]

Virtual Offices, Inc.

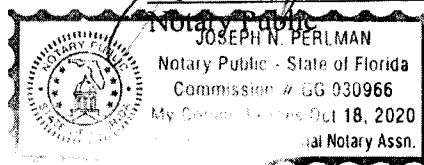
By: [Signature]
Stephen Gilbert, President

State of Florida)§
County of Pinellas)

I HEREBY CERTIFY that on this day Cynthia F. Brazen and Stephen Gilbert personally appeared before me, a Notary Public and duly authorized to administer oaths and take acknowledgments and to me well known to be the people described in and who executed the foregoing List of Creditors, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS, my hand and official seal this 27 day of December, 2019.

My Commission Expires:



FURTHER ASSURANCE AND COMPLIANCE AGREEMENT

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the funding of the purchase money loan from Lender to Borrower, the closing of the aforesaid transaction and/or Closing Agent disbursing proceeds of this sale; the undersigned do mutually agree to cooperate, adjust, initial, correct, execute, re-execute, reaffirm and redeliver any and all closing documents including but not limited to any notes, mortgages, deeds, affidavits and closing statements if deemed necessary and desirable in the reasonable discretion of Closing Agent in order to consummate the transactions described hereinbefore and in the Purchase and Sale Agreement relating thereto (the "Agreement"). It is the intention of the undersigned that all documentation for this transaction and all payments or disbursements made will be an accurate reflection of the parties' agreements that each party should pay all costs and expenses contemplated by their agreement and/or dictated by custom and usage in this area; and, that Closing Agent shall be relieved of the burdens of Section 697.10 and Section 212.10, Florida Statutes, by this Assurance.

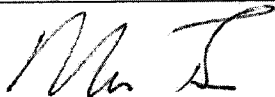
The undersigned agree and covenant to assure that this documentation shall conform to the Agreement. Closing Agent is relying upon this Agreement and the covenants herein in closing this transaction. Further, the undersigned hereby acknowledge that Closing Agent prepared documents and closed this transaction in a neutral capacity, and did not furnish any legal representation or counsel whatsoever to either party hereto.

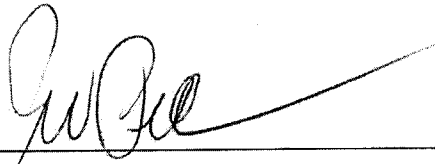
Closing agent shall have the right, but shall not be obligated, to bring suit in his own name to enforce the obligations incurred by the parties in connection with the agreement, and in the event any suit is brought to enforce this agreement, the prevailing party shall be entitled to recover all costs and expenses including reasonable attorney's fees and costs, including, but not limited to those associated with mediation, arbitration, bankruptcy, and appellate proceedings. Furthermore, the parties hereby agree to hold Closing Agent and Website Closers, LLC free and harmless from any and all liability of any nature whatsoever associated with the herein transaction, except for intentional acts and those involving gross negligence. The parties acknowledge that they have exercised their own due diligence in purchasing the Business.

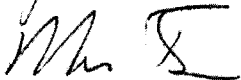
Dated December 17, 2019.

Signed, sealed and delivered in the presence of the following witnesses:

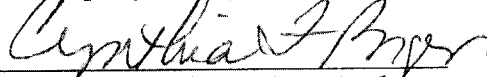








Accent Property Management, LLC

By: 
Cynthia F. Brazen, Managing Member

Virtual Offices, Inc.

By: 
Stephen Gilbert, President

INSPECTION AND ACCEPTANCE CERTIFICATE

THE UNDERSIGNED, Virtual Offices, Inc., as Buyer of the business known as "Centers of Westshore", located at 550 Nort Reo Street, Suite 300, Tampa, FL 33609, hereby certifies:

1. That Virtual Offices, Inc. has inspected the inventory and other personal property of said business and acknowledges there is no guarantee as to the sales to be generated by the business.

2. That Virtual Offices, Inc. has inspected or waives the right to inspect the books and records of said business and accepts the same in their present condition and therefore waives any contingency based upon the same.

3. That the above contingencies, and any other contingencies of the offer to purchase or sales agreement between Accent Property Management, LLC and Virtual Offices, Inc. are hereby waived, and Buyer agrees to close.

Dated this 11 day of December, 2019.

Virtual Offices, Inc.

By: 

Stephen Gilbert, President

POST CLOSING OPERATIONS AGREEMENT

This Post Closing Operations Agreement is made and entered into this 27 day of December, 2019, by and between:

Accent Property Management, LLC
(the "Seller")

and

Virtual Offices, Inc.
(the "Buyer")

WITNESSETH

WHEREAS, on October 5, 2019, Buyer and Seller executed and entered into that certain Purchase and Sale Agreement (the "Agreement"), and whereby Buyer agreed to purchase from Seller and Seller agreed to sell to Buyer substantially all the assets of Seller's business as therein described (the "Business"); and

WHEREAS, closing on the therein contemplated sale and purchase of the Business occurred on even date herewith; and

WHEREAS, the Agreement contains certain promises, covenants, understandings, and undertakings of the parties to be performed subsequent to closing (the "Post Closing Period"); and

WHEREAS, the parties by this instrument desire to formalize their respective rights, duties, liabilities and obligations relative to operations of the Business during the Post Closing Period.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings of the parties as provided in the Agreement, Buyer and Seller hereby covenant and warrant as follows:

1. Commencing the date hereof, and terminating a maximum of thirty (30) days for 8 hours each day, following possession, or such other date as the parties may mutually agree, Seller will provide training and shall actively render consulting services, as an independent contractor, relative to operations of the Business, on a non-compensation basis, such services to be rendered at reasonable hours, to include such customer introductions, training, and transitional and managerial assistance as may be reasonably required.
2. The parties hereby agree to fully cooperate with one another in all respects to insure continuity of Business operations and the relationship of the Business with its customers, landlords, employees (as to which Seller shall be responsible for all accrued and unpaid vacation, sick days, etc.), and lenders. Additionally, Buyer hereby agrees to cooperate with Seller in the collection of Seller's accounts receivable, and hereby agrees to remit same to Seller promptly, on a "first-in, first-out" basis upon receipt thereof.
3. Buyer hereby agrees to assume, or transfer into Buyer's name, all utilities servicing the Business, all maintenance contracts relating to equipment of the Business, all facility and equipment leases of the Business, all supplier and customer contracts and accounts of the Business, and to indemnify and hold Seller free and harmless therefrom.
4. If applicable, Buyer and Seller hereby acknowledge that the business is encumbered by the Secured

Obligations listed in the Schedule attached to Transferor's Sworn List of Creditors. Accordingly, the parties hereby agree that the responsibility therefor and payment thereof shall be as provided in such schedule, and that each shall indemnify and hold the other harmless from their respective payment obligations and responsibilities as provided in the Warranty and Indemnity Agreement of even date herewith.

5. Accounts receivables earned prior to the sale on ~~December~~ ^{JAN} / 2020, 2019 shall be the property of the Seller, who shall, conversely, be responsible for all operational expenses due at closing associated with the business purchased by the Buyer. All sales existing after close of business on ~~December~~ ^{JAN} / 2020, 2019 shall be the property of the Buyer, who shall be responsible for payment of all accounts payable.

6. Buyer hereby acknowledges post-closing responsibility to perfect, in Buyer's name, the trade name of the Business assigned or conveyed to Buyer by Seller by publication thereof and registration with the Florida Secretary of State as required by law.


7. Buyer and Seller hereby agree that all contingencies and conditions precedent as provided in the Agreement and Addenda thereto have been fulfilled and fully performed, including, but not limited to, assignment of the Premises Lease, and that all covenants and warranties herein contained shall survive closing on the sale and purchase of the Business and shall inure to the benefit of and be binding upon the parties and their respective heirs, successors, legal representatives, and assigns. In the event of any dispute relating to the herein transaction, the prevailing party shall recover costs and attorneys' fees thereby incurred from the non-prevailing party, whether suit be brought or not, including but not limited to, those associated with mediation, arbitration, bankruptcy, post-judgment, and appellate proceedings.

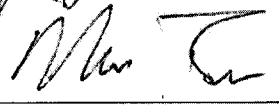
8. Buyer has conducted a thorough "due diligence" investigation of the Business and finds it suitable for Buyer's ownership and operations.

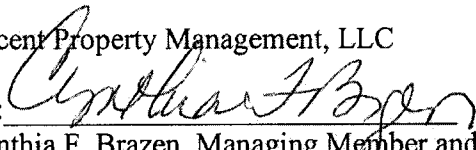
9. Training includes 30 days of hands-on training and an additional 6 months of reasonable and necessary phone calls, e-mails, and texts. Seller agrees to respond in kind to such within 24 hours. Buyer may cut the training period short if unnecessary and entirely at his discretion. Seller will continue to provide training at the rate of \$300 per day up to an additional 4 weeks, at the discretion of the Buyer, as an independent contractor.


In Witness Whereof, the parties hereto have executed this Agreement as of the day and year first above written.


Signed and sealed in the presence of:






As to "Seller":
Accent Property Management, LLC
By: 
Cynthia F. Brazen, Managing Member and Individually





As to "Buyer":
Virtual Offices, Inc.
By: 
Stephen Gilbert, President and Individually

JOINT SPECIAL MEETING

BOARD OF DIRECTORS/SHAREHOLDERS

Virtual Offices, Inc.

THIS MEETING was held at the request of members who waived notice of same for the purpose of authorizing Stephen Gilbert to execute all documents, papers and records to effectuate the purchase and transfer of assets of Accent Property Management, LLC to Virtual Offices, Inc., and upon discussion, it is

Resolved that Stephen Gilbert execute any and all documents necessary to purchase and transfer the assets of Accent Property Management, LLC to Virtual Offices, Inc., pursuant to that Contract dated October 5, 2019.

Resolved that the Articles of Incorporation are current and that the corporation has not been dissolved.

There being no further business the meeting adjourned.

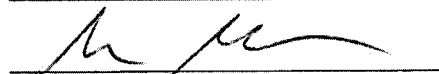
Dated December 27, 2019.

As to the President



Stephen Gilbert

As to the Shareholder



Stephen Gilbert

INCUMBENCY CERTIFICATE

THE UNDERSIGNED, Stephen Gilbert as President of Virtual Offices, Inc., a Florida Corporation,
does hereby certify as follows:

1. That the following person comprises the entire Board of Directors of said corporation; that said officer has been duly elected or appointed and is qualified to act as officer of the corporation:

Stephen Gilbert

2. That the following persons are the present officers of the corporation; that said officers have been duly elected or appointed and are qualified to act as officers of the corporation and that the signature appearing opposite their names are their genuine signatures.

President - Stephen Gilbert

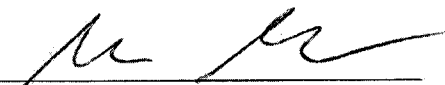


Signature

3. That the following persons are all of the Stockholders of said corporation:

Stephen Gilbert

Dated this 27 day of December, 2019.



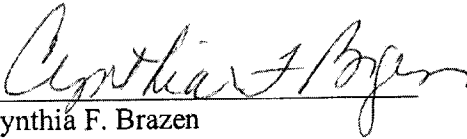
Stephen Gilbert, President

INCUMBENCY CERTIFICATE

THE UNDERSIGNED, Cynthia F. Brazen as Managing Member of **Accent Property Management, LLC** , a Florida Limited Liability Company does hereby certify as follows:

1. That the following person is the Managing Member of said company, that said Managing Member has been duly elected or appointed and is qualified to act as Managing Member of the company:

As to the Managing Member:


Cynthia F. Brazen

Dated this 27 day of December, 2019

JOINT SPECIAL MEETING

MANAGING MEMBERS

Accent Property Management, LLC

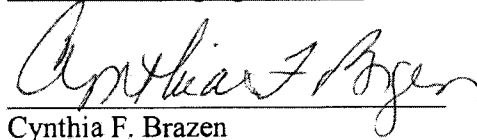
THIS MEETING was held at the request of members who waived notice of same for the purpose of authorizing Cynthia F. Brazen as Managing Member, to execute all documents, papers and records to effectuate the sale and transfer of assets of **Accent Property Management, LLC** to **Virtual Offices, Inc.**, and upon discussion, it is

Resolved that Cynthia F. Brazen execute any and all documents necessary to purchase the assets of Accent Property Management, LLC, pursuant to that Contract dated October 5, 2019.

There being no further business the meeting adjourned.

Dated December 17, 2019.

As to the Managing Member:


Cynthia F. Brazen

SUBORDINATED SECURITY AGREEMENT

THIS AGREEMENT, made this 27 day of December, 2019, by and between, **Virtual Offices, Inc.**, as Debtor, and **Accent Property Management, LLC**, as Secured Party.

RECITALS

Debtor is indebted to Secured Party in the total principal amount of **Fifty Thousand and 00/100 Dollars (\$50,000.00)** as evidenced by a Promissory Note of even date herewith, herein called the Indebtedness.

NOW THEREFORE, to secure the indebtedness and all extensions and renewals thereof, Debtor grants to Secured Party, a security interest in the following described personal property together with the proceeds thereof, any renewals, substitution, accessions or replacements thereof and any additional thereto, which some or all of said property is subject to encumbrances herein called the "Collateral":

All data, materials, furniture, fixtures, equipment, inventory, all related name rights, code, all related websites, contracts, agreements, licenses, permits, goodwill, general intangibles and tangible assets (tangible assets more fully described in Exhibit A) (collectively, the "Assets"). In addition to the Domain Names, the Seller is assigning, conveying and transferring the look and feel, code and all content of the website displayed and operating on the Domain Names (collectively, the "Website"), any and all trademarks, trade dress, copyright or other intellectual property rights in or pertaining to the Website (collectively, the "Intellectual Property"), all Website traffic, graphics, content, databases, forms, internal search engines, advertising on or relating to the Website data, programming code, user and customer lists, consumer data and all other information and property as it pertains to the Website or the operation thereof, including, but not limited to, all social media accounts, including, but not limited to, the Business's Facebook, Twitter, Pinterest, Google Plus, YouTube and Myspace accounts, comparison shopping website accounts, and any other similar accounts, services or websites used by the Business (and all users/fans/followers thereof), blogs, email accounts, SSL certificates, PCI compliance certificates, and accounts with hosts and/or shopping cart providers used by the Website and/or its blog, and any other accounts or third party relationships or software used by the

Business to operate, or that has been collected or used during the operation of, the Website (collectively, the "Website Data") and any goodwill associated therewith (the Domain Names, the Website, the Assets, all Intellectual Property, all Website Data and any and all goodwill associated therewith shall hereinafter collectively be referred to as the "Business"), trade name of "Centers of Westshore", telephone number, and goodwill (not listed on Exhibit A) as listed on Exhibit "A", and attached hereto.

This Security Agreement is subordinated to that Note and Security Agreement in favor of Dogwood Bank.

The terms of this Security Agreement are as follows:

1. Debtor warrants that it is the owner of the Collateral free of all liens except for the lien created hereby. Debtor agrees that it (a) will properly maintain, repair and preserve the Collateral; (b) will use the Collateral lawfully, so as not to cause or result in any waste, unreasonable deterioration or depreciation; (c) will permit Secured Party to enter on Debtor's property and to inspect the Collateral at any reasonable times; (d) will keep the property insured at full insurable value and provide certificates to secured party and (e) will execute any additional agreements, assignments or documents that may be deemed necessary or advisable by Secured Party to effectuate the purpose of this Agreement and that protection of the Collateral.

2. Debtor agrees to do all acts and things necessary to establish, maintain and continue perfected a security priority security interest in the Collateral in favor of Secured Party and to reimburse Secured Party, excluding landlord's lien for distress for rent, for all expenses incurred, including legal fees and expenses, in seeking to collect the indebtedness or in pursuing any of its rights hereunder.

3. In the event of any of the following occurring, same shall constitute a default:

(a) Any failure to comply with the provisions of this agreement, or to perform any covenant contained herein;

(b) Any failure to pay when due any portion of the indebtedness, including the lease payments due to Landlord for the store located at 550 Nort Reo Street, Suite 300, Tampa, FL 33609;

(c) Any loss, theft, substantial damage or destruction of the Collateral or issuance of attachment, levy, garnishment or judicial process with respect to the Collateral;

(d) Insolvency, bankruptcy, business failure, assignment for benefit of creditors or appointment of a receiver for debtor or its property;

(e) Secured Party deems itself insecure, believing in good faith that the prospect of payment of the indebtedness (or any portion thereof) or of performance of this Agreement, or any covenant contained herein, is impaired, including sale of the business assets and/or transfer of more than 10% of this capital stock of the Debtor;

(f) Any default under the terms of the Promissory Note of even date herewith or the terms of the Offer to Purchase dated October 5, 2019, and addenda thereto, between the parties hereto given by Debtor, which said Security Agreement also secures the Indebtedness; then, in any of said events, Secured Party, at its election and without prior notice may declare all Indebtedness presently due and payable;

If the Indebtedness is not then fully paid, Secured Party may exercise any and all rights and remedies granted a secured party under the Uniform Commercial Code, including seizure and sale of the Collateral. Secured Party may also perform any obligation of Debtor and may, but need not, make payments, purchase, contest or compromise any encumbrance, charge or lien, and pay taxes and expenses. Furthermore, the Secured Party shall be entitled to injunctive relief in the event of any of the foregoing events occur and that Debtor hereby consents to same. Debtor agrees to assemble the Collateral and make it available to Secured Party at any place designated by Secured Party which is reasonably convenient to Debtor and Secured Party. In the event of sale of Collateral by Secured Party, it is agreed that proceeds of sale will be applied in the manner and order as provided by U.C.C. 679.109 et. seq. Debtor shall remain liable for any deficiency which it shall pay to Secured Party immediately upon demand.

4. In the event of any default hereunder, including non payment of rent due Landlord Secured Party shall be entitled to apply to the court having jurisdiction thereof for the appointment of a receiver, such court shall forthwith appoint a receiver of the secured property, and such appointment shall be made by such court as an admitted equity in a matter of absolute right to said Secured Party, and such appointment of a receiver shall be without notice to any obligor hereunder.

5. This Security Agreement secures a Promissory Note of even date, and a default in the Note shall constitute a default in this agreement, and a default in this Agreement shall constitute a default in the Promissory Note.

6. The Debtor covenants and warrants that the collateral will be kept at the chief place of business located at 550 Nort Reo Street, Suite 300, Tampa, FL 33609 Hillsborough County, Florida.

7. The Debtor will not, without the written consent of secured party, (which consent will not be unreasonably withheld) sell, contract to sell, lease, encumber or dispose of the collateral or any interest except if Debtor defaults under this Agreement or Indebtedness due Secured Party, otherwise until this Security Agreement and all debts secured thereby have been fully satisfied.

8. The Debtor will keep the collateral in good order and repair and will not waste or destroy the collateral or any part thereof. The Debtor will not use the collateral in violation of any statute or ordinance and the secured party will have the right to examine and inspect the collateral at any reasonable time.

9. In performing any act under this security agreement and the note secured thereby, time shall be of the essence. The secured party's acceptance of partial or delinquent payments or the failure of the security party to exercise any right or remedy shall not be a waiver of any obligation of the debtor or corporation or right of the secured party or constitute a waiver of any other similar default subsequently occurring.

IN WITNESS WHEREOF, Debtor and Secured Party, for themselves and their successor and assigns, have caused this Security Agreement to be executed as of the day and year shown above.

WITNESSES:










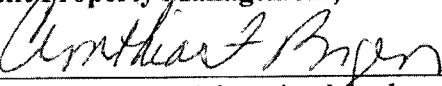
As to Debtor:

Virtual Offices, Inc.

By: 
Stephen Gilbert, President and Individually

As to Secured Party:

Accent Property Management, LLC

By: 
Cynthia F. Brazen, Managing Member and Individually

SUBORDINATED PROMISSORY NOTE

\$50,000.00

*Orig 40
C/pt 2*

December 21, 2019

CITY OF CLEARWATER
COUNTY OF PINELLAS
STATE OF FLORIDA

FOR VALUE RECEIVED, the undersigned promises to pay to the order of **Accent Property Management, LLC**, together with any holder hereof, called "Holder", at such place as Holder may from time to time designate in writing, **Fifty Thousand and 00/100 Dollars (\$50,000.00)**, at the rate of **six percent (6%) per annum**, on the unpaid principal balance for a period of **sixty (60) months**. Principal and interest payments shall be made in the amount of **Nine Hundred Sixty-Six and 64/100 Dollars (\$966.64)** being payable monthly commencing **February 1, 2020** continuing each month thereafter until the Note is paid in full.

Both principal and interest being payable in lawful money of the United States or its equivalent at such place as the payee shall designate.

This note and the instruments securing it have been executed and delivered in, and their terms and provisions are to be governed and construed by the laws of the State of Florida.

This note is subordinated to that Note in favor of Dogwood Bank executed on this date.

Permitted partial prepayments shall not affect or vary the duty of the undersigned to pay all obligations when due, and they shall not affect or impair the right of the Holder to pursue all remedies available to it hereunder, under the Security Agreement securing this indebtedness, or under any other loan document (as defined in the Security Agreement). Permitted prepayments shall be applied to principal payments in the inverse order of their maturity.

All payments made hereunder shall first be applied to interest and the balance to principal. It is expressly agreed that all of the covenants, conditions and agreements contained in that Security Agreement and the other loan documents shall control in the interpretation and enforcement of this note.

Any payment of principal or interest which is not made within ten (10) days after due, as herein provided, shall cause the undersigned to pay a late fee of 5% of the payment due. This Note may be prepaid in whole or in part without the written consent of the Holder and without penalty.

In no event shall the amount of interest due or payments in the nature of interest payable hereunder exceed the maximum contract rate of interest allowed by applicable law, and in the event any such payment is paid by the undersigned or received by the Holder, then such excess sum shall be credited as a payment of principal, unless the undersigned shall notify the Holder, in writing, that the undersigned elects to have such excess sum returned to it forthwith.

The Holder shall have the optional right to declare the amount of the total unpaid balance accelerated hereto to be due and forthwith payable in advance of maturity date of any sums due or

installment, as fixed herein, upon the failure of the undersigned to pay, within thirty (30) days, any of the installments owed to Holder, or upon the occurrence of any event of default or failure to perform in accordance with any of the terms and conditions in the security agreement securing this note, or any other loan document. Upon exercise of this option by the Holder, the entire unpaid principal shall bear interest at the maximum contract rate permitted by law until paid. Forbearance to exercise this option with respect to any failure or breach of the undersigned shall not constitute a waiver of the right as to any continuing failure or breach of any subsequent failure or breach. Exercise of this option shall be without notice to the undersigned, notice of such exercise being hereby expressly waived.

Time is of the essence of this contract and, in case this note is collected by law or through an attorney at law, or under advice therefrom, the undersigned agrees to pay all costs of collection, including reasonable attorney's fees.

Such attorney's fees and cost shall include, but not be limited to, fees and costs incurred in all matters of collection and enforcement, construction and interpretation, before, during and after suit, trial, proceedings and appeals, as well as appearances in and connected with any bankruptcy proceedings or creditor's reorganization or arrangement proceedings.

The remedies of the Holder, as provided herein or in the security agreement, or any other loan document, shall be cumulative and at the sole discretion of the Holder, and may be exercised as often as occasion therefore shall arise. No act of omission or commission of the Holder, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be effected only through a written document executed by the Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one shall not be construed as continuing, as to bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to a subsequent event.

All persons or corporations now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby evidenced, for themselves, their heirs, legal representatives successors and assigns respectively, hereby (a) expressly waive presentment, demand for payment, notice of dishonor, protest, notice of nonpayment or protest, and diligence in collection; (b) consent that the time of all payments or any part thereof may be extended, rearranged, renewed or postponed by the Holder hereof and further consent that any collateral security or any part thereof may be released, exchanged, added to or substituted for the Holder hereof, without in anyway modifying, altering, releasing, affecting or limiting their respective liability or the lien of any security instrument; (c) agree that the Holder, in order to enforce payment of this note payment of this note, shall not be required first to institute any suit or to exhaust any of its remedies against the undersigned or any other person or party to become liable hereunder.

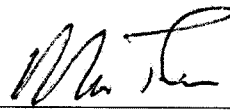
If more than one party shall execute this note, the term "undersigned", as used herein, shall mean all parties signing this note and each of them, who shall be jointly and severally obligated thereunder.

In this note, whenever the context so requires, the neuter gender includes the feminine and/or masculine, as the case maybe, and the singular number includes the plural.


IN WITNESS WHEREOF, the undersigned has executed this note on the day and year first above written.

WITNESSES:





Virtual Offices, Inc.

By: 

Stephen Gilbert, Individually and as President

LOAN AMORTIZATION SCHEDULE

ENTER VALUES

Loan amount	\$50,000.00
Annual interest rate	6.00%
Loan period in years	5
Number of payments per year	12
Start date of loan	1/2/2020
Optional extra payments	

LOAN SUMMARY

Scheduled payment	\$966.64
Scheduled number of payments	60
Actual number of payments	60
Total early payments	\$0.00
Total interest	\$7,998.40

LENDER NAME Accent Property Management, LLC

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULE D PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	1/2/2020	\$50,000.00	\$966.64	\$0.00	\$966.64	\$716.64	\$250.00	\$49,283.36	\$250.00
2	2/2/2020	\$49,283.36	\$966.64	\$0.00	\$966.64	\$720.22	\$246.42	\$48,563.14	\$496.42
3	3/2/2020	\$48,563.14	\$966.64	\$0.00	\$966.64	\$723.82	\$242.82	\$47,839.31	\$739.23
4	4/2/2020	\$47,839.31	\$966.64	\$0.00	\$966.64	\$727.44	\$239.20	\$47,111.87	\$978.43
5	5/2/2020	\$47,111.87	\$966.64	\$0.00	\$966.64	\$731.08	\$235.56	\$46,380.79	\$1,213.99
6	6/2/2020	\$46,380.79	\$966.64	\$0.00	\$966.64	\$734.74	\$231.90	\$45,646.05	\$1,445.89
7	7/2/2020	\$45,646.05	\$966.64	\$0.00	\$966.64	\$738.41	\$228.23	\$44,907.64	\$1,674.12
8	8/2/2020	\$44,907.64	\$966.64	\$0.00	\$966.64	\$742.10	\$224.54	\$44,165.54	\$1,898.66
9	9/2/2020	\$44,165.54	\$966.64	\$0.00	\$966.64	\$745.81	\$220.83	\$43,419.73	\$2,119.49
10	10/2/2020	\$43,419.73	\$966.64	\$0.00	\$966.64	\$749.54	\$217.10	\$42,670.19	\$2,336.59
11	11/2/2020	\$42,670.19	\$966.64	\$0.00	\$966.64	\$753.29	\$213.35	\$41,916.90	\$2,549.94
12	12/2/2020	\$41,916.90	\$966.64	\$0.00	\$966.64	\$757.06	\$209.58	\$41,159.84	\$2,759.52
13	1/2/2021	\$41,159.84	\$966.64	\$0.00	\$966.64	\$760.84	\$205.80	\$40,399.00	\$2,965.32
14	2/2/2021	\$40,399.00	\$966.64	\$0.00	\$966.64	\$764.65	\$202.00	\$39,634.36	\$3,167.32
15	3/2/2021	\$39,634.36	\$966.64	\$0.00	\$966.64	\$768.47	\$198.17	\$38,865.89	\$3,365.49
16	4/2/2021	\$38,865.89	\$966.64	\$0.00	\$966.64	\$772.31	\$194.33	\$38,093.58	\$3,559.82
17	5/2/2021	\$38,093.58	\$966.64	\$0.00	\$966.64	\$776.17	\$190.47	\$37,317.40	\$3,750.29
18	6/2/2021	\$37,317.40	\$966.64	\$0.00	\$966.64	\$780.05	\$186.59	\$36,537.35	\$3,936.87
19	7/2/2021	\$36,537.35	\$966.64	\$0.00	\$966.64	\$783.95	\$182.69	\$35,753.40	\$4,119.56
20	8/2/2021	\$35,753.40	\$966.64	\$0.00	\$966.64	\$787.87	\$178.77	\$34,965.53	\$4,298.33
21	9/2/2021	\$34,965.53	\$966.64	\$0.00	\$966.64	\$791.81	\$174.83	\$34,173.71	\$4,473.15
22	10/2/2021	\$34,173.71	\$966.64	\$0.00	\$966.64	\$795.77	\$170.87	\$33,377.94	\$4,644.02
23	11/2/2021	\$33,377.94	\$966.64	\$0.00	\$966.64	\$799.75	\$166.89	\$32,578.19	\$4,810.91
24	12/2/2021	\$32,578.19	\$966.64	\$0.00	\$966.64	\$803.75	\$162.89	\$31,774.44	\$4,973.80
25	1/2/2022	\$31,774.44	\$966.64	\$0.00	\$966.64	\$807.77	\$158.87	\$30,966.67	\$5,132.68
26	2/2/2022	\$30,966.67	\$966.64	\$0.00	\$966.64	\$811.81	\$154.83	\$30,154.87	\$5,287.51
27	3/2/2022	\$30,154.87	\$966.64	\$0.00	\$966.64	\$815.87	\$150.77	\$29,339.00	\$5,438.28
28	4/2/2022	\$29,339.00	\$966.64	\$0.00	\$966.64	\$819.95	\$146.70	\$28,519.06	\$5,584.98
29	5/2/2022	\$28,519.06	\$966.64	\$0.00	\$966.64	\$824.04	\$142.60	\$27,695.01	\$5,727.57
30	6/2/2022	\$27,695.01	\$966.64	\$0.00	\$966.64	\$828.17	\$138.48	\$26,866.85	\$5,866.05
31	7/2/2022	\$26,866.85	\$966.64	\$0.00	\$966.64	\$832.31	\$134.33	\$26,034.54	\$6,000.38
32	8/2/2022	\$26,034.54	\$966.64	\$0.00	\$966.64	\$836.47	\$130.17	\$25,198.07	\$6,130.56
33	9/2/2022	\$25,198.07	\$966.64	\$0.00	\$966.64	\$840.65	\$125.99	\$24,357.42	\$6,256.55
34	10/2/2022	\$24,357.42	\$966.64	\$0.00	\$966.64	\$844.85	\$121.79	\$23,512.57	\$6,378.33
35	11/2/2022	\$23,512.57	\$966.64	\$0.00	\$966.64	\$849.08	\$117.56	\$22,663.49	\$6,495.90
36	12/2/2022	\$22,663.49	\$966.64	\$0.00	\$966.64	\$853.32	\$113.32	\$21,810.17	\$6,609.21
37	1/2/2023	\$21,810.17	\$966.64	\$0.00	\$966.64	\$857.59	\$109.05	\$20,952.58	\$6,718.26

LOAN AMORTIZATION SCHEDULE

ENTER VALUES

Loan amount	\$50,000.00
Annual interest rate	6.00%
Loan period in years	5
Number of payments per year	12
Start date of loan	1/2/2020

Optional extra payments

LOAN SUMMARY

Scheduled payment	\$966.64
Scheduled number of payments	60
Actual number of payments	60
Total early payments	\$0.00
Total interest	\$7,998.40

LENDER NAME Accent Property Management, LLC

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULE D PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
38	2/2/2023	\$20,952.58	\$966.64	\$0.00	\$966.64	\$861.88	\$104.76	\$20,090.70	\$6,823.03
39	3/2/2023	\$20,090.70	\$966.64	\$0.00	\$966.64	\$866.19	\$100.45	\$19,224.52	\$6,923.48
40	4/2/2023	\$19,224.52	\$966.64	\$0.00	\$966.64	\$870.52	\$96.12	\$18,354.00	\$7,019.60
41	5/2/2023	\$18,354.00	\$966.64	\$0.00	\$966.64	\$874.87	\$91.77	\$17,479.13	\$7,111.37
42	6/2/2023	\$17,479.13	\$966.64	\$0.00	\$966.64	\$879.24	\$87.40	\$16,599.89	\$7,198.77
43	7/2/2023	\$16,599.89	\$966.64	\$0.00	\$966.64	\$883.64	\$83.00	\$15,716.25	\$7,281.77
44	8/2/2023	\$15,716.25	\$966.64	\$0.00	\$966.64	\$888.06	\$78.58	\$14,828.19	\$7,360.35
45	9/2/2023	\$14,828.19	\$966.64	\$0.00	\$966.64	\$892.50	\$74.14	\$13,935.69	\$7,434.49
46	10/2/2023	\$13,935.69	\$966.64	\$0.00	\$966.64	\$896.96	\$69.68	\$13,038.73	\$7,504.17
47	11/2/2023	\$13,038.73	\$966.64	\$0.00	\$966.64	\$901.45	\$65.19	\$12,137.28	\$7,569.36
48	12/2/2023	\$12,137.28	\$966.64	\$0.00	\$966.64	\$905.95	\$60.69	\$11,231.33	\$7,630.05
49	1/2/2024	\$11,231.33	\$966.64	\$0.00	\$966.64	\$910.48	\$56.16	\$10,320.84	\$7,686.21
50	2/2/2024	\$10,320.84	\$966.64	\$0.00	\$966.64	\$915.04	\$51.60	\$9,405.81	\$7,737.81
51	3/2/2024	\$9,405.81	\$966.64	\$0.00	\$966.64	\$919.61	\$47.03	\$8,486.20	\$7,784.84
52	4/2/2024	\$8,486.20	\$966.64	\$0.00	\$966.64	\$924.21	\$42.43	\$7,561.99	\$7,827.27
53	5/2/2024	\$7,561.99	\$966.64	\$0.00	\$966.64	\$928.83	\$37.81	\$6,633.16	\$7,865.08
54	6/2/2024	\$6,633.16	\$966.64	\$0.00	\$966.64	\$933.47	\$33.17	\$5,699.68	\$7,898.25
55	7/2/2024	\$5,699.68	\$966.64	\$0.00	\$966.64	\$938.14	\$28.50	\$4,761.54	\$7,926.74
56	8/2/2024	\$4,761.54	\$966.64	\$0.00	\$966.64	\$942.83	\$23.81	\$3,818.71	\$7,950.55
57	9/2/2024	\$3,818.71	\$966.64	\$0.00	\$966.64	\$947.55	\$19.09	\$2,871.16	\$7,969.65
58	10/2/2024	\$2,871.16	\$966.64	\$0.00	\$966.64	\$952.28	\$14.36	\$1,918.88	\$7,984.00
59	11/2/2024	\$1,918.88	\$966.64	\$0.00	\$966.64	\$957.05	\$9.59	\$961.83	\$7,993.60
60	12/2/2024	\$961.83	\$966.64	\$0.00	\$961.83	\$957.02	\$4.81	\$0.00	\$7,998.40

WARRANTY AND INDEMNITY AGREEMENT

STATE OF FLORIDA
COUNTY OF PINELLAS

KNOW ALL MEN BY THESE PRESENTS, that Accent Property Management, LLC hereinafter called the Transferor, is this day selling to Virtual Offices, Inc., hereinafter called the Transferee, certain business located at 550 Nort Reo Street, Suite 300, Tampa, FL 33609, and the assets thereof located and conducted in Hillsborough County, Florida, known as "Centers of Westshore".

WHEREAS, as an inducement to the Transferee to purchase said business and assets without such compliance, Transferor does hereby bind itself to the warranties and indemnity herein contained, as follows:

1. Transferor does hereby warrant and affirm that they are the owners of the aforesaid business and its assets; that they are not indebted to any person, firm, corporation, and that they have no creditors; that there are no currently due and payable from the Transferor to the Government of the United States or the State of Florida, any income or excise taxes, nor withholding or social security taxes from or for employees of the Transferor; that taxes and social security contributions accrued and/or withheld from employees of Transferor, but not yet payable shall be promptly paid by Transferor, and that there are no judgments outstanding against it from any court, nor any replevins, attachments or executions issued against it, nor has it taken advantage of any insolvency law, including no pending claims for overtime, unpaid wages, disability, or harassment.

2. In consideration of the premises and of the closing of the aforesaid transaction by Transferee, Transferor agrees to pay or satisfy when due the aforesaid debts and taxes or withholdings, and hereby agrees to indemnify and save harmless the Transferee from and against any claims, suits, damages, costs, losses and expenses, including attorney's fees and costs, in any manner resulting from or occasioned by Transferor's failure to pay or satisfy when due any debts not assumed by Transferee, taxes or withholding (including social security contributions for employees) whether disclosed herein or not, or by any action against the aforesaid transfer or the Transferee commenced or any levy made, by and creditor of the Transferor, including no pending claims for overtime, unpaid wages, disability or harassment.

3. Transferor, hereby on oath States that there are no creditors of Company (other than described on Exhibit "A" attached) except those bills incurred prior to closing but received after closing which Transferor agrees to pay. Further, no pension plan is filed or in existence effecting the Seller and its employees. If after closing, Transferee or his attorney, or they or either of them are contacted by a creditor of Transferor, it is agreed that the payment of said creditor shall be the responsibility of Transferor and not the responsibility of Transferee. If creditors should contact Transferee after closing, Transferee shall promptly notify Transferor. If Transferor refuses to pay or diligently defend said creditors' claims or any of them within fifteen (15) days after notice from Transferee, Transferee may, at its option, pay said creditor and deduct the said payment from the next monthly installment due under the Promissory Note of even date referred to in the Agreement for Sale and Purchase of Business Assets dated October 5, 2019, and addenda executed thereafter. Transferor further agrees to defend, indemnify and hold harmless Transferee from all debts and obligations or liabilities and claims of Transferor whatsoever, including attorney's fees and costs incurred in this transaction, and including without limitation, all federal, state and local taxes and assessments which might hereafter arise from facts or circumstances existing prior to the date hereof.

4. The parties agree as follows concerning their Agreement for Sale and Purchase of Business Assets of Accent Property Management, LLC the terms of which are by this reference made a part this Agreement.

(a) Transferor and Transferee warrant that they have performed all executory provisions of the Agreement for the Sale and Purchase of Business Assets, except as specifically waived in writing by the party for whom performance was required.

(b) All terms and conditions of the Agreement for Sale and Purchase of Assets, except as modified herein or by written document delivered at closing, are hereby restated in their entirety, and confirmed, ratified and adopted, and the terms thereof shall survive the closing of this transaction.

5. This Agreement shall be binding upon the parties hereto and shall inure to the benefit of their respective successors or assigns.

As to Transferor:

Accent Property Management, LLC

WITNESSES:

[Signature]

By: [Signature]
Cynthia F. Brazen, Managing Member, and
Individually

As to Transferee:

Virtual Offices, Inc.

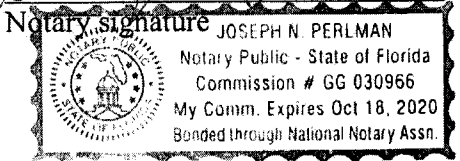
[Signature]

By: [Signature]
Stephen Gilbert, President and Individually

STATE OF FLORIDA
COUNTY OF PINELLAS

SWORN TO AND SUBSCRIBED before me this 27 day of December, 2019 by Cynthia F. Brazen, Managing Member of Accent Property Management, LLC who is personally known to me or who produced identification in the form of _____

[Signature]

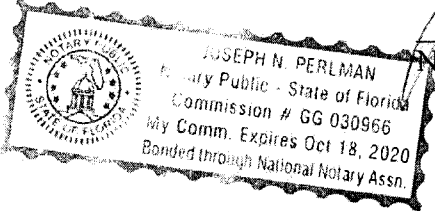


My Commission Expires:

STATE OF FLORIDA
COUNTY OF PINELLAS

SWORN TO AND SUBSCRIBED before me this 27 day of December, 2019, Stephen Gilbert, President of Virtual Offices, Inc. who is personally known to me or who produced identification in the form of _____

[Signature]



**STATE OF FLORIDA UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM**

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON Joseph N. Perlman, PA; 727-536-2711; JoePerlmanLawfirm@gmail.com	
B. Email Address	
C. SEND ACKNOWLEDGEMENT TO:	
Name	Joseph N. Perlman, PA
Address	28461 US 19 N
Address	
City/State/Zip	Clearwater, FL 33761

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (1a OR 1b) – Do Not Abbreviate or Combine Names

1.a ORGANIZATION'S NAME VIRTUAL OFFICES, INC				
1.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1.c MAILING ADDRESS Line One 85 DEERPATH DR		This space not available.		
MAILING ADDRESS Line Two	CITY OLDSMAR	STATE FL	POSTAL CODE 34677	COUNTRY US

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (2a OR 2b) – Do Not Abbreviate or Combine Names

2.a ORGANIZATION'S NAME				
2.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2.c MAILING ADDRESS Line One		This space not available.		
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (3a OR 3b)

3.a ORGANIZATION'S NAME ACCENT PROPERTY MANAGEMENT, LLC				
3.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3.c MAILING ADDRESS Line One 4008 CAPITOL DR		This space not available.		
MAILING ADDRESS Line Two	CITY PALM HARBOR	STATE FL	POSTAL CODE 34685	COUNTRY US

4. This **FINANCING STATEMENT** covers the following collateral:
SEE ATTACHED LIST, INVENTORY AND AFTER ACQUIRED PROPERTY

Accounts receivables, chattels, intellectual property, inventory, tangibles, intangibles. Please see Security Agreement executed by Debtor. This financial statement is subordinate to the financial statement filed by Dogwood Bank in favor of VIRTUAL OFFICES, INC.

5. ALTERNATE DESIGNATION (if applicable) LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR
 AG LIEN NON-UCC FILING SELLER/BUYER

6. Florida **DOCUMENTARY STAMP TAX** – YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX
 All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.
 Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

Note: Acknowledgements/certificates will be sent to the address in Section 1 only.

Section 1

1. The Centers of Westshore
Fictitious Name to be Registered (see instructions if name includes "Corp" or "Inc")

550 N. Reo St, Suite 300
Mailing Address of Business

Tampa FL 33609
City State Zip Code

3. Florida County of principal place of business: Hillsborough

(see instructions if more than one county)

FEI Number: _____

This space for office use only

Section 2

A. Owner(s) of Fictitious Name If Individual(s): (Use an attachment if necessary):

1. Last _____ First _____ M.I. _____
Address _____
City _____ State _____ Zip Code _____

2. Last _____ First _____ M.I. _____
Address _____
City _____ State _____ Zip Code _____

B. Owner(s) of Fictitious Name If other than an individual: (Use attachment if necessary):

1. Virtual Officers, Inc.
Entity Name
85 Deerpath Dr.
Address
Oldsmar FL 34677
City State Zip Code
Florida Document Number P19000087036
FEI Number: _____
 Applied for Not Applicable

2. _____
Entity Name
Address _____
City _____ State _____ Zip Code _____
Florida Document Number _____
FEI Number: _____
 Applied for Not Applicable

Section 3

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. In accordance with Section 865.09, F.S., I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Signature of Owner in Section 1 _____ Date _____ E-mail address: (to be used for future renewal notification) _____

Phone Number: _____

Section 4

**FOR CANCELLATION COMPLETE SECTION 4 ONLY:
FOR FICTITIOUS NAME OR OWNERSHIP CHANGE COMPLETE SECTIONS 1 THROUGH 4:**

I (we) the undersigned, hereby cancel the fictitious name _____
_____, which was registered on _____ and was assigned
registration number _____

Signature of Owner of Registration being Cancelled _____ Date _____ Signature of Owner of Registration being Cancelled _____ Date _____

Mark the applicable boxes Certificate of Status — \$10 Certified Copy — \$30

NON-REFUNDABLE PROCESSING FEE: \$50

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

Note: Acknowledgements/certificates will be sent to the address in Section 1 only.

Section 1

1. THE CENTERS OF WESTSHORE
Fictitious Name to be Registered (See instructions if name includes a business entity suffix or indicator)

550 N REO ST, STE 300

2. _____
Mailing Address of Business

TAMPA FL 33609
City State Zip Code

3. Florida County of principal place of business: _____
HILLSBOROUGH
(See instructions if more than one county)

4. FEI Number: _____

This space is for office use only
 CR4E001 (6/17)

Section 2

A. Owner(s) of Fictitious Name If Individual(s): (Use an attachment if necessary)

1. _____ 2. _____
Last First M.I. Last First M.I.

Address Address

City State Zip Code City State Zip Code

B. Owner(s) of Fictitious Name If Individual(s): (Use an attachment if necessary)

2. VIRTUAL OFFICES INC 2. _____
Entity Name Entity Name

85 Peer Park Dr
Address Address

Oldham FL 34627
City State Zip Code City State Zip Code

Florida Document Number: PR00087036 Florida Document Number: _____

FEI Number: _____ FEI Number: _____

Applied For Not Applicable Applied For Not Applicable

Section 3

I, the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. In accordance with Section 865.09, F.S., I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

[Signature] 12-27-19 sagilbert4@msn.com
Signature of Owner in Section 1 Date Email Address: (to be used for future renewal notification)

Phone Number: _____

Section 4

**FOR CANCELLATION COMPLETE SECTION 4 ONLY:
 FOR FICTITIOUS NAME OR OWNERSHIP CHANGE COMPLETE SECTIONS 1 THROUGH 4:**

I (we), the undersigned, hereby cancel the fictitious name THE CENTERS OF WESTSHORE
 which was registered on 5/27/2008 and was assigned registration number G0814870009D

Cynthia A. Boyer 12/27/19
Signature of Owner of Registration being Cancelled Date Signature of Owner of Registration being Cancelled Date

Mark the applicable boxes Certificate of Status- \$10 Certified Copy- \$30

NON-REFUNDABLE PROCESSING FEE: \$50

Instructions for Completing Application for Registration of Fictitious Name

- Section 1:**
- Line 1:** Enter the exact name you wish to register. NOTE: Pursuant to s. 865.09 (14), F.S., a fictitious name may not contain a business entity suffix or indicator (i.e, Corporation, Incorporated, Limited Liability Company, Limited Partnership, Professional Association, Corp., L.L.C., L.P., P.A., etc.) unless at least one registrant is a business entity of the same type duly incorporated, organized, formed, or otherwise authorized to transact business in this state.
- Line 2:** Enter the mailing address of the business. This address does not have to be the principal place of business and can be directed to anyone's attention. DO NOT USE AN ADDRESS THAT IS NOT YET OCCUPIED. ALL FUTURE MAILINGS AND ANY CERTIFICATION REQUESTED ON THIS REGISTRATION FORM WILL BE SENT TO THE ADDRESS IN SECTION 1. An address may be changed at any future date with no charge by simply writing the Division.
- Line 3:** Enter the name of the county in Florida where the principal place of business of the fictitious name is located. If there is more than one county, list all applicable counties or state "multiple."
- Line 4:** Enter the Federal Employer Identification (FEI) number if known or if applicable. Please do not enter your social security number.
- Section 2:**
- Part A:** Complete if the owner(s) of the fictitious name are individuals. The individual's name and address must be provided.
- Part B:** Complete if the owner(s) are not individuals. Examples are a corporation, limited partnership, joint venture, general partnership, trusts, fictitious name, etc. Provide the name of the owner, their address, their document number as registered with the Division of Corporations, and the Federal Employer Identification (FEI) number. An FEI number must be provided or the appropriate box must be checked.
- Owners listed in Part B must be registered with the Division of Corporations or provide documentation as to why they are not required to register. Examples would be Federally Chartered Corporations, or Legislatively created entities.
- Additional owners may be listed on an attached page as long as all of the information requested in Part A or Part B is provided.
- Section 3:** Signature of the owner is required. It is preferred that a daytime phone number be provided in order to contact the applicant if there are any questions about the application.
- Section 4:**
- TO CANCEL A REGISTRATION ON FILE:** Provide fictitious name, date filed, and registration number of the fictitious name to be cancelled. An owner's signature is required for cancellation.
- TO CHANGE OWNERSHIP OF A REGISTRATION:** Complete section 4 to cancel the original registration. Complete sections 1 through 3 to re-register the fictitious name listing the new owner(s). An owner's signature is required in both sections 3 and 4.
- TO CHANGE THE NAME OF A REGISTRATION:** Complete section 4 to cancel the original registration. Complete sections 1 through 3 to re-register the new fictitious name. An owner's signature is required in both sections 3 and 4.

An acknowledgement letter will be mailed when the fictitious name registration has been filed. The acknowledgement letter and any certification requested will be mailed to the address provided in Section 1. For **Cancellations Only**: please provide a mailing address on an attachment, if the address on our records is no longer valid. To request a certificate of status and/or certified copy, please check the appropriate box(es) and include the additional fee(s) (\$10 for a certificate of status, \$30 for a certified copy).

The registration and re-registration will be in effect until December 31 of the fifth year.

Send completed application with appropriate fees to:

Fictitious Name Registration
PO Box 6327
Tallahassee, FL 32314

Internet Address:
www.sunbiz.org

Courier Address
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

The fee for registering a fictitious name is \$50. Please make a separate check for each filing payable to the Department of State. Application must be typed or printed in ink and legible.