

# ONE RIVER PLAZA

305 S. Andrews Avenue

Fort Lauderdale, Florida 33301

## STANDARD OFFICE BUILDING LEASE

**THIS AGREEMENT**, entered into this \_\_\_ day of \_\_\_ A.D., 2005 between -----One River Plaza Co.-----, herein called LESSOR, and ---  
-----, herein called LESSEE, IS TO WITNESS: That LESSOR does this day lease unto LESSEE:

Suite #\_\_\_ 305 S. Andrews Avenue, Ft. Lauderdale, Florida 33301

TO HAVE AND TO HOLD said premises for the term of \_\_\_\_\_, beginning \_\_\_\_\_ and ending \_  
\_ at and for the agreed total base rental of \_\_\_\_\_ (\$), payable to One River Plaza Co. at the office as follows:

- 1) First Years Rent equals \$ per month plus tax (currently 6%) of \$ for a total of \$ .
- 4) Second Years Rent equals First Years Rent plus 4%.
- 5) Third Years Rent equals Second Years Rent plus 4%.

There is a 10% late processing charge on all monthly charges received after the 5<sup>th</sup> of the month and an additional five percent (5%) late charge every fifth (5<sup>th</sup>) day thereafter. Late charges are part of the rent. The security deposit plus \_\_\_\_\_, 2002 rent is due at the signing of this lease. The space is Leased "as is". Any option to renew the terms of this lease is invalid if Lessee is ever in default of the terms of this Lease. Lessor has the right to change the name of the building(s) at any time without approval from Lessee or any obligation whatsoever to Lessee. Lessee must pay for their building stand suite sign. After hours guest door access is available to Lessee for \$20 per month.

IT IS FURTHER AGREED AND COVENANTED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

### SECURITY:

1. Lessee concurrently with the execution of this lease, has deposited with Lessor the sum of \$ \_\_\_\_\_ Dollars, the receipt of which is hereby acknowledged by Lessor, which sum shall be retained by Lessor as security for the payment by Lessee of the rents herein agreed to be paid by Lessee and for the faithful performance by Lessee of the terms and covenants of this lease. It is agreed that Lessor at Lessor's option, may at any time apply said sum or any part thereof towards the payment of the rents and all other sums payable by Lessee under this lease, and towards the performance of each and every of Lessee's covenants under this lease, but such covenants and Lessee's liability under this lease shall thereby be discharged only pro tanto; that Lessee shall remain liable for any amounts that such sum shall be insufficient to pay; that Lessor may exhaust any or all rights and remedies against Lessee before resorting to said sum, but nothing herein contained shall require or be deemed to require Lessor so to do; that, in the event this deposit shall not be utilized for any such purposes, then such deposit shall be returned by Lessor to Lessee within ten days next after the expiration of the term of this lease. Lessor shall not be required to pay Lessee any interest on said security deposit.

### USE:

2. The Lessee will use and occupy the premises for \_\_\_\_\_ Office \_\_\_\_\_ and for no other use or purpose.

### ASSIGNMENT:

3. Without the written consent of lessor first obtained in each case, Lessee shall not assign, transfer, mortgage, pledge, or encumber or dispose of this lease for the term hereof, or underlet the demised premises or any part thereof be underlet or occupied by other persons. If this lease be assigned, or if the demised premises or any part thereof be underlet or occupied by anybody other than the Lessee, the Lessor may collect rent from the assignee, undertenant, or occupant and apply the net amount collected to the rent herein reserved, but no such collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, undertenant, or occupant as Lessee or a release of the Lessee from the further observance and performance by the Lessee of the covenants herein contained.

### SERVICE:

4. Lessor will provide services Monday through Friday from 8:00 A.M. to 5:00 P.M., Legal Holidays excepted. Services supplied will include water for drinking, lavatory and toilet purposes, elevator, public stairs, and common areas as normally provided in a first class office building. Electricity for lighting and incidentals, air conditioning, and cleaning services carpet shampooing and replacement of carpets shall be at Lessee's own expense. Security is not included as a service provided by the Lessor. Electrical services are metered and Tenant agrees to set up an account with FP&L and pay for all electrical costs.

Such service shall be given as long as the Lessee is not in default under any of the covenants of this lease, subject to strikes, accidents, breakdowns, catastrophes, national or local emergencies, acts of God, and conditions and causes beyond the control of the Lessor; and upon such happening, no claim for damages or abatement of rent for failure to furnish any such services shall be made by the Lessee or allowed by the Lessor.

### EXAMINATION OF PREMISES:

5. Lessee having examined the premises is familiar with the condition thereof and relying solely on such examination will take them in their present condition, unless otherwise expressly agreed upon in writing.

### ALTERATIONS AND REPAIRS:

6. Lessee will at Lessee's own expense keep demise premises in good repair and tenantable condition during said term and will replace at its own expense any and all broken glass in and about said premises and Lessee will at the termination of this lease by lapse of time or otherwise, return said premises to Lessor in as good condition as when received, loss by fire or windstorm and ordinary wear excepted.

Lessee will make no alterations, additions or improvements in or to the premises without the written consent of Lessor. All additions, fixtures, or improvements, (except only office furniture and fixtures which shall be readily removable without injury to the premises) shall be and remain a part of the premises at the expiration of this lease.

It is further agreed that this lease is made by the Lessor and accepted by the Lessee with the distinct understanding and agreement that the Lessor shall have the right to make and build additions to the building of which demised space is a part, and make such alterations and repairs to said building as it may deem wise and advisable without any liability to the Lessor therefor; this paragraph includes the adjacent parking garage.

The right and privilege granted the Lessor includes the right to make repairs and/ or renovations to any portion of the building and the Lessee specifically waives any claim for damages as a result of any injury to the Lessee as a result of the damage or repairs, except those caused by the negligence and/or intentional wrongdoing of the Lessor. The Lessee acknowledges that the building in which the Lessee's space is situated is, due to the age of the building, regularly undergoing repairs, alterations and renovations for the purpose of making the building

more desirable to both parties of this Lease. It is the intent of this provision of the Lease that any damage or inconvenience caused by this process shall not be actionable by the Lessee except as provided hereinabove.

The Lessee acknowledges that it is prohibited from placing signage on the exterior of the building. Lessee must place a lighted sign above their storefront. Said sign shall require the prior approval of the Lessor. Additionally, the Lessor shall have the right to allow nonconforming signage on the interior of the building as same is determined to be acceptable to the Lessor. The Lessee to pay for the cost of any signage for Lessee's space. Lessee's sign must be lit from 10am to 12 midnight seven days a week.

The Lessee acknowledges that the Lessor reasonably requires uniformity of window treatments throughout the building for the aesthetic appearance of the building exterior. The Lessor prior to the placing of any blinds or window treatments must approve in writing of the treatments.

**DELAY OF POSSESSION:**

7. If the Lessor is unable to give possession of the demised premises on the date of the commencement of the aforesaid term by reason of the holding over by any prior Lessee or Lessees or for any other reasons; an abatement or diminution of the rent to be paid hereunder shall be allowed Lessee under such circumstances, but nothing herein shall operate to extend the term of the lease beyond the agreed expiration date; and said abatement in rent shall be the full extent of Lessor's liability to Lessee for any loss or damage to Lessee on account of said delay in obtaining possession of the premises. If Lessor is unable to give possession of the demised premises to Lessee within ninety days next after the commencement of the term of this lease, then Lessee shall have the right to cancel this lease upon written notice thereof delivered to Lessor within ten days after the lapse of said ninety day period; and, upon such cancellation, Lessor and Lessee shall each be released and discharged from all liability on this lease.

**CHARGES FOR SERVICES:**

8. It is understood and agreed upon between the parties hereto that any charges against Lessee by Lessor for services or for work done on the premises by order of Lessee, or otherwise accruing under this lease, shall be considered as rent due and shall be included in any lien for rent.

**FIRE:**

9. In the event the premises shall be destroyed or so damaged or injured by fire or other casualty, during the life of this agreement, whereby the same shall be rendered untenable, then Lessor shall have the right to render such premises tenable by repairs within one hundred and eighty days therefrom. If said premises are not rendered tenable within said time it shall be optional with either party hereto to cancel this lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing. During any time that the premises are untenable due to causes set forth in this paragraph, the rent or a just and fair proportion thereof shall be omitted.

**REGULATIONS AND INSURANCE:**

10. Lessee shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State, County and City Government and of any and all their Departments and Bureaus, applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises, during said term at Lessee's own cost and expense. Lessee agrees to pay any increase in the amount of insurance premiums over and above the rate now in force that may be caused by Lessee's use or occupancy of the premises.

**NON-PAYMENT**

11. Lessee agrees: That Lessee will promptly pay said rent at the times and place stated above; that Lessee will pay all charges for late penalties, expenses for the commencement and conclusion of eviction, interest at 18% per year for unpaid rent and other charges, parking fees, overtime air conditioning, excess utility charges, charges for work performed on order of the Lessee, and any other charges that accrue under this lease; that, if any part of the rent or above mentioned charges shall remain due and unpaid for seven days next after the same shall become due and payable, Lessor shall have the option of declaring the balance of the entire rent for the entire rental term of this lease to be immediately due and payable, and Lessor may then proceed to collect all of the unpaid rent called for by this lease by distress or otherwise. If an eviction is commenced an additional charge of \$400 is immediately due. Commencement of eviction is defined as the 4<sup>th</sup> day after the "Three Day Notice" is delivered by Hand or Mail. Pursuant to Florida law (s.68.065 Florida Statutes), a fee will be charged for any checks dishonored.

**ABANDONMENT:**

12. If during the term of this lease Lessee shall abandon, vacate or remove from the premises the major portion of the goods, wares, equipment or furnishings usually kept on said premises, or shall cease doing business in said premises, or shall suffer the rent to be in arrears, Lessor may, at its option, cancel this lease, in the manner stated in Paragraph 13 hereof. Or Lessor may enter said premises as the agent of Lessee, by force or otherwise, without being liable in any way therefor, and relet the premises with or without any furniture that may be therein, as the agent of Lessee, at such price and upon such terms and for such duration of time as Lessor may determine, and receive the rent therefor, applying the same to the payment of the rent due by these presents, and if the full rental herein provided shall not be realized by Lessor over and above the expenses to Lessor of such reletting, Lessee shall pay any deficiency.

**BANKRUPTCY:**

13. It is agreed between the parties hereto that: If Lessee shall be adjudicated a bankrupt or an insolvent or take the benefit of any federal reorganization or composition proceeding or make a general assignment or take benefit of any insolvency law, or if Lessee's leasehold interest under this lease shall be sold under any execution or process of law, or if a trustee in bankruptcy or a receiver be appointed or elected or had for Lessee (whether under Federal or State laws), or if said premises shall be abandoned or deserted, or if Lessee shall fail to perform any of the covenants or conditions of this lease on Lessee's part to be performed, or if this lease or the term thereof be transferred or pass to or devolve upon any persons, firms, officer or corporation other than Lessee by death of the Lessee, operation of law or otherwise, then and in any such events this lease and the term of this lease, at Lessor's option, shall expire and end five days after Lessor has given Lessee written notice ( in the manner hereinabove provided) of such act, condition or default and Lessee hereby agrees immediately then to quit and surrender said premises to Lessor; but this shall not impair or affect Lessor's right to maintain summary proceedings for the recovery of the possession of the demised premises in all cases provided for by law. If the term of this lease shall be so terminated, Lessor may immediately or at any time thereafter re-enter or re-possess the premises and remove all persons and property therefrom without being liable for trespass or damages.

**ATTORNEY'S FEES:**

14. If the Lessee Defaults in the performance of any of the covenants of this lease and by reason thereof the Lessor employs the services of an attorney to enforce performance of the covenants by the Lessee, to evict the Lessee, to collect moneys due by the Lessee, or to perform any service based upon said default, then in any of said events the Lessee does agree to pay a reasonable attorney's fee and all expenses and costs incurred by the Lessor pertaining thereto and in enforcement of any remedy available to the Lessor.

**ASSIGNMENT OF CHATTELS:**

15. Lessee hereby pledges and assigns to Lessor all the furniture, fixtures, goods and chattels of Lessee which shall or may be brought or put on said premises as security for the payment of said rent, and Lessee agrees that said lien may be enforced by distress, foreclosure or otherwise, at the election of the Lessor. Lessee hereby expressly waives and renounces for himself and family any and all homestead and exemption rights he may have now, or hereafter, under or by virtue of the constitution and laws of the State of Florida or of any other state, or of the United States, as against the payment of said rental or any other obligation or damage that may accrue under the terms of this agreement.

**WAIVER:**

16. No waiver of any condition or covenant of this lease by Lessor shall be deemed or constitute a further waiver by Lessor of any other condition or covenant of this lease. The rights and remedies created by this lease are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

**RIGHT OF ENTRY**

17. Lessor, or any of his agents, shall have the right to enter said premises during all reasonable hours to examine the same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of said building, or to exhibit said premises at any time within thirty days before the expiration of this lease. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this agreement.

**PERSONAL PROPERTY:**

18. All personal property placed or moved in the premises above described shall be at the risk of Lessee or the owner thereof, and Lessor shall not be liable to Lessee for any damage to said personal property, or to Lessee, arising from the bursting or leaking of water pipes or from any act of negligence of any co-Lessee or occupants of the building or any other person whomsoever.

**INDEMNIFY LANDLORD:**

19. In consideration of said premises being leased to Lessee for the above rental, Lessee agrees: That Lessee, at all times, will indemnify and keep harmless Lessor from all losses, damage, liabilities and expenses, which may arise or be claimed against Lessor and be in favor of any person, firm or corporation, for any injuries or damages to the person or property of any persons, firm or corporation, consequent upon or arising from the use or occupancy of said premises by Lessee, or consequent upon arising omissions, neglect or fault of Lessee (his agents, servants, employees, licensees, customers or invitees), or consequent upon or arising from Lessee's failure to comply with the aforesaid laws, statutes, ordinances or regulations; that Lessor shall not be liable to Lessee for any damage, losses or injuries to the persons or property of Lessee which may be caused by the acts, neglect, omissions or faults of any person, firm or corporation, except when such injury, loss or damage results from negligence of Lessor, his Agents or Employees, and that Lessee will indemnify and keep harmless Lessor from all damages, liabilities, losses, injuries, or expenses which may arise or be claimed against Lessor and be in favor of any person, firm or corporation, for injuries or damages to the person or property of any person, firm or corporation, where said injuries or damages arose about or upon said premises, as a result of negligence of Lessee, his Agents, Employees and Invitees.

**RIGHT TO MORTGAGE OR LEASE:**

20. Lessee's rights shall be subject to any bona fide mortgage which now covers said premises and which may hereafter be placed on said premises by Lessor, or underlying lease now or later covering the entire property. Lessee agrees to timely fill out and execute Estoppel Certificates when requested by Lessor, failure to do so is a violation of this Lease.

**NOTICES:**

21. It is understood and agreed between the parties hereto that written notice addressed to Lessee and mailed or delivered to the premises leased hereunder shall constitute sufficient notice to the Lessee, to comply with the terms of this lease.

**RULES AND REGULATIONS:**

22. It is mutually agreed that Lessee covenants and agrees that it and its servants and agents will at all times observe, perform and abide by the rules and regulations of One River Plaza.

**WRITTEN AGREEMENT:**

23. This lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto and it may be modified only by an agreement in writing signed and sealed by Lessor and Lessee. No surrender of the demised premises, or of the remainder of the terms of this lease, shall be valid unless accepted by Lessor in writing.

**TIME:**

24. It is understood and agreed between the parties hereto that time is the essence of all of the terms and provisions of this lease.

**HEIRS AND ASSIGNS:**

25. This lease and all provisions, covenants and conditions thereof shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assignees of the parties hereto, except that no person, firm, corporation, or court officer holding under or through Lessee in violation of any of the terms, provisions or conditions of this lease, shall have any right, interest or equity in or to this lease, the terms of this lease or the premises covered by this lease.

**PEACEFUL POSSESSION:**

26. Subject to the terms, conditions and covenants of this lease, Lessor agrees that Lessee shall and may peaceably have, hold and enjoy the premises above described, without hindrance or molestation by Lessor.

27. The terms Lessor and Lessee as herein contained shall include singular and/or plural, masculine, feminine, and/or neuter, heirs, successors, executors, administrators, personal representatives and/or assigns wherever the context so requires or admits.

**EMINENT DOMAIN:**

28. In the event any portion of said leased premises is taken by any condemnation or eminent domain proceedings the monthly rental herein specified to be paid shall be ratably reduced according to the area of the leased premises which is taken. Lessee shall be entitled to no other consideration by reason of such taking, and any damages suffered by lessee on account of the taking of any portion of said leased premises and any damages to any structures erected on said leased premises, respectively, that shall be awarded to Lessee in said proceedings shall be paid to and received by Lessor. Lessee shall have no right therein or thereto or to any part thereof, and Lessee does hereby relinquish and assign to Lessor all of lessee's rights and equities in and to any such damages. Any rental based upon the percentage of gross sales specified in this lease to be paid shall in no way be reduced or affected by the taking of any portion of the premises by condemnation or eminent domain proceedings. Should all of the leased premises be taken by eminent domain, Lessee shall be entitled to no damages or any consideration by reason of such taking, except the cancellation and termination of this lease as of the date of said taking.

**SURRENDER PREMISES:**

29. Lessee agrees to surrender to Lessor, at the end of the term of this lease and/or upon any cancellation of this lease, said leased premises in as good condition as said premises were at the beginning of the term of this lease, ordinary wear and tear, and damage by fire and windstorm or other acts of God, excepted. Lessee agrees that, if Lessee does not surrender to Lessor, at the end of the term of this lease, or upon any

cancellation of the term of this lease, said leased premises, then Lessee will pay to Lessor all damages that Lessor may suffer on account of Lessee's failure to so surrender to Lessor possession of said leased premises, and will indemnify and save Lessor harmless from and against all

claims made by any succeeding tenant of said premises against Lessor on account of delay of Lessor in delivering possession of said premises to said succeeding tenant so far as such delay is occasioned by failure of Lessee to so surrender premises. If Lessee does not surrender the space, but holds over, the holdover rent is two times the most recent rent paid.

**LIENS:**

30. Lessee further agrees that Lessee will pay all liens of contractors, subcontractors, mechanics, laborers, materialmen, and other items of like character, and will indemnify Lessor against all legal costs and charges, bond premiums for release of liens, including counsel fees reasonably incurred, in and about the defense of any suit in discharging the said premises or any part thereof from any liens, judgments, or encumbrances caused or suffered by Lessee. It is understood and agreed between the parties hereto that the costs and charges above referred to shall be considered as rent due and shall be included in any lien for rent.

The Lessee herein shall not have any authority to create any liens for labor or material on the Lessor's interest in the above described property, and all persons contracting with the Lessee for the destruction or removal of any building or for the erection, installation, alteration, or repair of any building or other improvements on the above described premises, and all materialmen, contractors, mechanics, and laborers, are hereby charged with notice that they must look to the Lessee and to the Lessee's interest only in the above described property to secure the payment of any bill for work done or material furnished during the rental period created by this lease.

**OPERATING EXPENSES:**

31. During the term of this lease and any renewals thereof the annual rental shall be increased by an amount equal to \$.01 per square foot per year for each \$.01 per square foot increase in the cost to Lessor for all operating expenses over the calendar year 2002. In the event of increase in said costs, the Lessor shall notify the Lessee of such increase in writing, and the change in the rental rate shall become effective the first day of the month following such notification.

The term "Operating Expenses" as used herein shall be deemed to be the total cost to Lessor to properly maintain and operate the building, including the parking, storage and landscaped areas in and around the building, and shall include, but shall not be limited to, the following: water and sewer costs, janitorial labor and supplies for the common areas; washroom supplies and materials for the common areas; customary building management; utility expenses for the common areas, including electricity, power, gas and water; replacement of light tubes and bulbs, starters, ballast for the common area; servicing and maintenance of mechanical equipment such as elevators, plumbing, heating, air conditioning, electrical system; window cleaning, gardening services, repainting, roof repairs and maintenance expenses. Depreciation and replacement reserves, and tenant alterations shall not be included as operating expenses for purposes of this paragraph.

In the event Lessee's rent is increased as a result of the provisions of this paragraph, Lessee shall have the right to inspect Lessor's books and records showing the operating expenses of the building for the base year and the respective calendar year. These annual operating statements shall be deemed approved unless protested in writing within Thirty (30) days after receipt by Lessee. This space equals 2 % of the building.

**TAXES:**

32. If, during the term of this lease, real property taxes assessed by any State, County or municipal authority against the property known as ONE RIVER PLAZA shall be increased in relation to such taxes for the calendar year 2002, the rental of the Lessee shall be adjusted as follows: (1) The percentage that the square footage leased hereunder by the Lessee bears to the total square footage is 2 % (2) The total increase in taxes shall then be multiplied by such percentage, and the results shall be the increase in the Lessee's rental. (3) Lessor shall notify the Lessee of any such increase of rental applicable to the current rent. In the event of any increase, such increase shall be payable as additional rental by the Lessee to the Lessor within Thirty (30) days of such notification.

**TRANSFER BY LANDLORD:**

33. In the event that the interest or estate of Lessor in the Leased Premises shall terminate by operation of law or by bona fide sale of the premises or by execution or foreclosure sale, or for any other reason, then and in any such event Lessor shall be released and relieved from all liability and responsibility thereafter accruing to Lessee under Lease or otherwise. In such event Lessor's successor, by acceptance of rent from Lessee hereunder, shall, become liable and responsible to Lessee in respect to all obligation of Lessor under this lease.

**PARKING:**

34. Lessor reserves the right to designate parking spaces to be assigned to Lessee, and to control all the parking areas with meters, gates, patrolmen or any other method at Lessor's sole discretion, and to levy charges thereof for any space not allocated to lessee. Parking is not included in the rent and prices for parking is subject to change.

**RENT ABATEMENT:**

35. No base rent shall be due for the following months (the "Abatement months" collectively): N/A 1) Lessee shall pay all Rent Adjustments for the Abatement months under section 8, 11, 14, 31, 32, and 34 of this Lease. The entire base rent otherwise due and payable for the Abatement months shall become immediately due and payable upon the occurrence of an event of default by Lessee under this Lease.

IN WITNESS WHEREOF, the parties hereto, have signed, sealed and delivered this lease in triplicate at Broward county, Florida on the day and year first above written.

Witnesses as to Lessor:

One River Plaza Co.

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_ (SEAL)  
Lessor

Witnesses as to Lessee:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
BY: \_\_\_\_\_ (SEAL)  
Lessee