

## BUSINESS LEASE

THIS LEASE is executed this \_\_\_ day of \_\_\_\_\_ between **Doral Office Space, LLC**, the "Landlord" and \_\_\_\_\_, the "Tenant".

1. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, pursuant to the terms and conditions hereof, the following described Premises (hereinafter referred to as the "Premises"): Approximately +/- \_\_\_ square feet (square feet for rent calculation is net rentable area time 1.2 for est. common area) of office space located at: **9600 NW 25th Street Suite \_\_\_\_\_ Miami, Florida 33172.**
2. The Premises shall be used only for the following purposes and are subject to compliance with all governmental regulations including zoning and other use restrictions which may prohibit tenants intended use in whole or in part: **Office Space**
3. This Lease shall commence on the \_\_\_ day of \_\_\_\_\_ and shall terminate on **the last day of \_\_\_\_\_, a \_\_\_\_\_ (\_\_\_\_) months term.**
4. The total agreed base rental for the term of this Lease shall be in the sum of: \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_) payable as described below (all sums stipulated throughout this Lease shall be in addition to all applicable sales and use taxes, all of which shall be paid by Tenant at the prevailing rate as set forth by the government).
  - a. \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_), plus applicable sales tax, which shall be due on or before the first day of each month beginning with \_\_\_\_\_ and continuing every month thereafter until the **last day of \_\_\_\_\_**.
  - b. The Landlord agrees to make the following modifications to the space: **N/A**
  - c. **Our preferred payment/collecting option is as an ACH authorization, attached you will find the ACH form. If you fill it out, sign, and return it to us, we will draw your rent payment every month.**
  - d. The Tenant shall be responsible for additional rent based on tenant's pro-rata share of the gross building area which is **35,278** square feet for any increase above the base year which is \_\_\_\_\_ for real-estate taxes and insurance and common area expenses.
  - e. The building shall be open from 7am to 7pm except legal holidays. In the event that Tenant wants after hours access including air conditioning then there will an extra charge of \$30 per hour.
  - f. The Landlord shall provide to the Tenant free of charge the following services: As described in operating expenses below. Tenant shall become responsible for an additional rental charge based on its pro-rata share of the gross building area as set forth in section d above for the duration of the lease based on the amount of increase over the base year for the duration of the lease term and any renewals/extensions

Operating Expenses: All costs of operation and maintenance including all disbursements and expenses which Landlord shall pay or become' obligated to pay in connection with the ownership, operation and maintenance of the Project (but excluding (a) any and all disbursements and expenses which are totally unrelated to or inapplicable to the Building; and (b) that portion of any disbursements and expenses which are partially unrelated to or Inapplicable to the Building, as Landlord shall determine acting reasonably and in good faith) including, but not limited to, the following items: (i) Any and all costs of ownership, management, operation and maintenance of the Project, including, without limitation, wages, salaries, taxes, insurance, benefits end other payroll burdens of all employees, janitorial, maintenance, guard and other services,

building management office rent or rental value, power, fuel, water, waste disposal, landscaping care, garbage removal, window cleaning, maintenance of Systems and Equipment (defined for purposes of this Lease as any plant, machinery, transformers, duct work, cable, wires, and other equipment, facilities, and systems designed to supply heat, ventilation, air conditioning and humidity control, or comprising or serving as any component or portion of the electrical, gas, steam, plumbing, sprinkler, communications, alarm, security, or fire/life/safety systems or equipment, or any other mechanical, electrical, electronic, computer or other systems or equipment for the Project), parking area care, and any and all other utilities, materials, supplies, tools, equipment, maintenance, repairs, casualty and liability insurance applicable to the Project and Landlord's personal property pertaining thereto, depreciation on said personal property, and workers' compensation insurance premiums, legal, accounting, and other professional services, and cost of services provided by Landlord; and (ii) The cost (amortized over such reasonable period as Landlord shall determine together with interest at the rate of twelve percent (12%) per annum on the unamortized balance) of any capital improvements made to the Project by Landlord after the date of this Lease that reduce other Operating Expenses or that provide additional benefits to Tenant or enhance the aesthetics of the Project, or made to the Project by Landlord after the date of this Lease that are required under any governmental law or regulation; and (iii) The gross amount of all impositions, taxes, assessments (special or otherwise), water and sewer assessments and other governmental liens or charges of any and every kind, nature and sort whatsoever, ordinary and extraordinary, foreseen and unforeseen, and substitutes therefore, including all taxes whatsoever attributable in any manner to the Project, or the Rents (however the Term may be defined) receivable therefrom, or any part thereof, or any use thereon, at any facility located therein or used in conjunction therewith or any charge or other amount required to be paid to any governmental authority, whether or not any of the foregoing shall be designated "real estate tax," "sales tax," "rental tax," "excise tax," "business tax," or designated in any other manner (herein collectively referred to as the "Taxes"), The following shall be excluded from the definition of taxes: any inheritance, estate, succession, transfer or gift taxes imposed upon Landlord or any income taxes specifically payable by Landlord as a separate taxpaying entity without regard to Landlord's income source arising from or out of the Project or the land on which it is located. "Operating Expenses" shall not include, loan payments, or real estate broker's commissions.

(b) The parties recognize that, during the Term of this Lease or any extension of it the present real property tax may be wholly or partly replaced or supplemented by other form of tax, In such event, there shall be included within the definition of Operating Expenses any such tax, levy, or assessment, (other than federal, state, or city and county net income taxes or estate, gift or other similar taxes), that, now or in the future, and whether or not now customary or within the contemplation of the parties, may be charged to Landlord and is (1) levied upon, allocable to, or measured by the Rent payable under this Lease, (2) levied upon the business of owning and operating rental properties to the extent such tax is applicable to the Premises leased, (3) levied upon or with respect to the possession, (leasing, operation, management, or occupancy by Tenant of the Premises or any portion of it; or (A) levied upon or measured by the value of Tenant's personal property of leasehold improvements.

Estimate; The projection by Landlord of the amount of Operating Expenses for the stated calendar year and the amount of increase, if any, over the estimate

for the preceding calendar year.

f. *Administrative fees* of \$25 per day shall be assessed and automatically included with each month's rent that is not paid by the first (1st) day of the month. Additional charges shall be imposed in the event that Tenant's check fails to clear in the amount of \$100 per occurrence. In addition, the event that Tenant's check fails to clear then all future payments MUST BE MADE BY CASHIER'S CHECK. NO OTHER PAYMENT FORMS WILL BE ACCEPTED FROM THAT POINT FORWARD FOR THE DURATION OF THE LEASE TERM AND ANY RENEWALS OR EXTENTIONS THEREOF unless Landlord agrees in writing to accept another form of payment.

g. Rent shall be made payable to Landlord named above, and payments of rent shall be made without demand at the offices of the property manager, at the **9600 NW 25<sup>th</sup> Street, Miami, FL 33172 Suite 2A** of the Subject Property or at such other place as Landlord may designate in writing. After notice by Landlord, written or otherwise, Tenant may be required to make all rental payments in legal tender (U.S. Dollars) or cashier's check. The obligation of Tenant to pay rent and perform all other terms hereof shall not in any way or at any time be affected, impaired, excused or delayed by failure of Landlord to supply any service, make any repairs, or perform any other terms to be performed by Landlord. In the event of default in the payment of any installment of rent, or any other default or breach by Tenant, the rent for the entire term of the lease then remaining unpaid shall, at the option of Landlord, become at once due and payable upon demand by Landlord. IN NO EVENT SHALL MAIL SERVICE BE USED. CHECKS WILL BE DROPPED OFF BY TENANT AT DESIGNATED LOCATION. TENANT SHALL BE RESPONSIBLE FOR REQUESTING A RECEIPT FOR PAID RENT AND IF IT FAILS TO DO SO, IT SHALL HAVE THE BURDEN OF PROVING ANY PAYMENT. It is expressly agreed that time is of the essence in the monthly payment of rent hereunder and in all other terms and provisions of this Lease to be performed by Tenant.

h. Landlord reserves the right to assign exclusive rights to any of the parking on the premises. Tenant shall only use parking in an amount reasonable for its size and specified use. Landlord reserves the right to limit the number of cars Tenant and Tenant guests can use in the event that Landlord determines at Landlord's sole and absolute discretion that Tenant is utilizing more than its fair share of available parking.

5. Tenant has deposited with Landlord the sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (**\$**\_\_\_\_\_) as security for the full and faithful performance by Tenant of all of Tenant's obligations hereunder. Security deposit **will be adjusted** on all the years at renewal time of this lease as to always hold two months rent. No interest shall be paid upon the security deposit nor shall Landlord be required to maintain said deposit in a segregated account. The security deposit shall not be construed as prepaid rent. In the event that Tenant shall default in the full and faithful performance of any of the terms hereof, then Landlord may, without notice, either retain the security deposit as liquidated damages, or Landlord may retain the same and apply it toward actual damages sustained by Landlord by reason of the default of Tenant.

6. Notwithstanding the provisions of paragraph 2 hereof, Landlord makes no warranty or representation as to the use to which the Premises may be put. Tenant agrees to reimburse Landlord for any fine or penalty, which may be imposed upon Landlord by any court or other governmental body by reason of any violation of any law or regulation upon the Premises. Tenant shall not cause any disturbance to or interfere with any other tenant, or adversely affect Landlord in the ownership, operation or maintenance of, the building of which the Premises are a part. Tenant shall not use or occupy the Premises, nor do or permit anything to be done in or on the Premises, in a manner which will in any way: a) violate any certificate of occupancy or other occupational licensing requirement; b) violate any present or future law, governmental regulation or zoning regulation affecting the Premises; c) make void or voidable any insurance then in force with respect to the Premises; d) make it impossible for Landlord to obtain fire or other insurance at standard rates; e) cause an increase in premium for any insurance for the Premises; f) cause or will be likely to cause structural damage to the building in whole or in part; or g) constitute a public or private nuisance said determination to be made at the Landlord's sole and absolute discretion.

7. Tenant shall make no alteration, additions or improvements in or to the Premises without the prior written consent of Landlord. The driveways, sidewalks, entrances, passages, courts, elevators, vestibules, stairways and corridors shall not be obstructed nor used for any purpose other than ingress to or egress from the Premises.

8. Any attempted assignment, subletting or use of the Premises by any person or entity other than Tenant, in whole or in part, shall not be permitted, and shall constitute a default hereunder by Tenant, unless Tenant shall have obtained the prior written consent of Landlord, and unless the assignee or sub Tenant shall have expressly assumed all obligations of Tenant hereunder. Any transfer of the legal or beneficial ownership of more than forty-nine percent of the voting stock of a corporate Tenant shall constitute an assignment for the purposes of this paragraph. If this Lease is assigned, or if the Premises or any part thereof are sublet to or occupied by any person or entity other than Tenant, Landlord may collect rent from the assignee, sub Tenant, or occupant and apply the net amount collected to the rent herein reserved. However, no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant or an acceptance of the assignee, sub Tenant, or occupant, as a Tenant, nor shall the same release Tenant from the further performance by Tenant of the covenants on the part of Tenant herein contained. Any violation of any provision of this Lease, whether by act or omission, by any assignee, sub Tenant, or occupant shall be deemed a violation of such provision by Tenant, it being the agreement that Tenant shall assume and be liable to Landlord for any and all acts and omissions of any and all assignees, sub Tenant, and occupants.

9. Landlord hereby disclosed that while Westvest Associates, Inc. is a related entity and the leasing and Management Company and that Westvest Associates, Inc. cannot bind the Landlord and has no authority to modify this lease. Any modifications to this lease must be in writing and signed by an officer of Doral Office Space, LLC in order to be enforceable. Unless otherwise notified modifications to this lease must be signed on behalf of Doral Office Space by Anthony DeRosa.

10. Tenant has examined the Premises and is familiar with the condition thereof, and accepts the same in their present condition. Landlord has made no representations or warranties to Tenant as to the condition of the Premises. Tenant shall not permit or suffer waste to be committed upon the Premises. Tenant shall, at Tenant's expense, maintain the Premises in good order, condition and repair, and make all necessary repairs, structural or otherwise. Tenant shall be responsible for all such repairs and maintenance whether necessitated by acts of Tenant, its agents, servants, employees, or by acts of third parties, thieves, vandals, governmental regulations, acts of God, casualties, or any other reason except the gross negligence or willful misconduct of Landlord.

11. Any repairs, alterations, additions, improvements or fixtures, installed or paid for by Tenant, other than movable trade fixtures and decorations, shall, at the expiration or earlier termination of this Lease, become the property of Landlord, unless Landlord elects otherwise. If Landlord shall so elect, the same shall be removed and the Premises repaired or restored to their original condition by Tenant at the sole cost and expense of Tenant. The term "fixtures" shall include, but are not limited to, all property physically affixed to the Premises; all and every kind of air conditioner, air conditioning and ventilation equipment; electrical wiring; ceilings; lighting; lighting devices; cabinets; shelves; carpeting; wall covering; paneling; and partitioning.

12. Landlord shall have a valid first lien upon all property of Tenant which may be in or upon the Premises at any time and against all persons entering or holding under this Lease for all rent and other sums that become due hereunder. All merchandise, furniture, equipment and other personal property left on the Premises upon termination of this Lease shall be deemed to have been abandoned by Tenant and all rights of Tenant thereto shall be deemed to have been relinquished to Landlord. Tenant hereby grants to Landlord a security interest in all tangible personal property belonging to Tenant, such as furniture, fixtures, and inventory, which shall or may be brought or put upon the Premises as well as a security interest in all Tenant's accounts receivable.

13. No Signs shall be attached to, painted or erected on the Premises without prior written consent of Landlord.

14. Landlord shall not be liable or responsible for any damage, either to person or property, sustained by Tenant or other persons due to the building or any part thereof becoming defective or out of repair, as a result of any accident in or about the Premises or the act or neglect of any Third Party Tenant or occupant of the building. This provision shall apply particularly, but not exclusively, to damage or loss to Tenant's business or to Tenant's or any other parties merchandise, equipment, inventory, fixtures, or other personal property, caused by, but not limited to, any of the following: water, steam, sewage, gas, odors, bursting or leaking of pipes or plumbing, wind, rain, hurricane, acts of God, theft, vandalism or other casualties, or any defect, latent or otherwise in any structure, equipment, pipes, wires or otherwise, comprising all or a part of the Premises or the building of which the Premises are a part. This provision shall apply equally whether such damage is caused by the act or neglect of other tenants, occupants of the building or any other person and whether such damage be caused or occasioned by any circumstances above mentioned, or by any other thing or circumstance whether of a like or wholly different nature

15. Tenant shall indemnify and hold Landlord harmless from and against any and all claims, demands, suits, actions, damages, liability and expense, including, without limitation, actual attorney's fees, for or in connection with any accident, injury or damage whatsoever caused to any person or property arising, directly or indirectly, out of the Tenant's tenancy hereunder, or occurring in, on or about the Premises or any part thereof, on the sidewalks adjoining the same and any common areas and facilities within nor appurtenant to the Premises or arising directly or indirectly from any act or omission of Tenant, its agents, contractors, employees, servants, invitees, licensees, or subtenant, acts of God or otherwise. Tenant shall within five (5) days thereof give notice in writing to Landlord of any fall or other accident occurring in or around the Premises or in the building of which the Premises are a part, or of any defect therein or in any fixtures or equipment thereon. The comprehensive general liability insurance coverage maintained by Tenant pursuant to this Lease shall specifically insure the contractual obligations of Tenant as set forth in this Paragraph.

16. Tenant agrees to provide on or before the commencement of the term of this Lease and to keep in force during the term of this Lease, at Tenant's own cost and expense: comprehensive general liability insurance relating to the Premises and its appurtenances on an occurrence basis with minimum limits of liability in an amount not less than \$500,000 for bodily injury, personal injury or death to any one person, \$1,000,000 for bodily injury, personal injury or death to more than one person, and \$100,000 with respect to damage to property by water or otherwise; and fire and extended coverage, vandalism, malicious mischief and special extended coverage insurance in an amount adequate to cover the cost or replacement of all decorations and improvements in the Premises as well as the cost and replacement of all fixtures and contents therein. At any time within five (5) days of request by Landlord, Tenant agrees to provide proof satisfactory to Landlord that insurance is in full force and effect. All of the aforesaid insurance shall be issued in the name of Landlord and Tenant and shall be written by one or more responsible insurance companies satisfactory to Landlord. All such insurance shall contain provisions or endorsements that such insurance may not be canceled or amended with respects to Landlord except upon ten (10) days written notice by certified mail to Landlord by the insurance company; that Tenant shall be solely responsible for the payment of premiums; and in the event of payment of any loss covered by such policy Landlord shall be paid first by the insurance company for its loss. Tenant hereby waives all right of subrogation against Landlord for any insurance proceeds that Landlord may collect from its own insurance carrier.

17. In the event that the Premises shall be destroyed by fire or other casualty, rendering the same untenable, then Landlord shall have the option to render said Premises tenantable by repairs within One Hundred Eighty (180) days therefrom. If the Premises are not rendered tenantable within said period, either party may cancel this Lease by notice in writing to the other. In the event of such cancellation, the rent shall be paid only to the date of such cancellation and rent shall be abated during the untenable period. Under no circumstances shall Landlord be responsible to Tenant for any damage occasioned by the inability of Tenant to use the Premises during any period that the same shall be destroyed or damaged or injured by fire or other casualty, or by applicable cancellation as described above. Except to the extent specifically set forth herein, none of the rent payable by Tenant, nor any of Tenant's obligations hereunder, shall be affected by any damage to or destruction of the Premises by any cause whatsoever, and Tenant hereby specifically waives any and all additional rights it may otherwise

have under any law or statute.

18. If any rent or other sum of money due hereunder is not received by Landlord on or before the date due, then the same shall bear interest at the lesser of: 18% or at the highest rate then permitted by law from the date due until the date paid.

19. Tenant agrees, within five (5) days after request by Landlord or Landlord's agent, to sign and execute a statement of status of this Lease, setting forth either that it is in full force and effect unmodified, or if modified, setting forth the substance of such modification agreement, and such statement shall contain such other details concerning the status of this Lease as Landlord shall deem necessary to incorporate therein.

20. Tenant shall not be entitled to any abatement of rent or rental value or diminution of rent in any eviction or distress action or other proceeding instituted by the Landlord for non-payment of rent or additional rent; or in any eviction or distress action or proceeding resulting from any breach or default by the Tenant of any covenant contained in this Lease. Tenant shall not have the right of set-off by way of any damages, recoupment, or counterclaim for any damages which Tenant may have sustained by reason of Landlord's failure to perform any of the terms, covenants or conditions contained in this Lease. Tenant shall, however, have the right to commence independent action for any relief to which Tenant may deem it is entitled.

**21. It is mutually agreed by and between Landlord and Tenant to hereby waive trial by jury in any action brought by either party against the other party pertaining to any matter arising out of or in any way connected with this Lease or Tenant's occupancy of the Premises.**

22. In any distress for rent action filed by Landlord against Tenant, Tenant waives all constitutional, statutory or common law bonding requirements, including, without limitation, any requirement under Section 83.12, Florida Statutes, that Landlord file a bond payable to Tenant in at least double the sum demanded by Landlord. Tenant specifically agrees that no bond shall be required in any such action, and Tenant further waives any right under Section 83.14, Florida Statutes to replevin distrained property.

23. Unless expressly so stated in writing by Landlord, no act or thing done or omitted by Landlord or Landlord's agents during the term of this Lease shall constitute an eviction by Landlord, nor shall any such act or thing done be deemed an acceptance of the surrender of the Premises. No agreement to accept a surrender shall be valid unless in writing signed by Landlord. No employee of Landlord or Landlord's agent shall have any power to accept the keys of the Premises prior to termination of the Lease. **The delivery of keys to any employee or agent of Landlord shall not operate as a termination of the Lease or a surrender of the Premises without express written consent of Landlord.**

24. The interest of the Lessor shall not be subject to liens for improvements made by the lessee, the lessee shall notify the contractor making any such improvements of such provision or provisions in the lease, and the knowing or willful failure of the lessee to provide such notice to the contractor shall render the contract between the lessee and the contractor voidable at the option of the contractor.

25. If the entire Premises shall be taken for any public or any quasi-public use under any statute or by right of eminent domain, or by private purchase in lieu thereof, then this Lease shall automatically terminate as of the date that title shall be taken and the rent shall be prorated as of that date. In the event that any portion of the Premises less than the entire Premises is so taken, the monthly rental herein specified shall be reduced ratably according to the area of the improved Premises which is taken, and Tenant shall be entitled to no other consideration by reason of such taking. In the event that twenty percent or more of the area of the improved Premises is so taken, within ninety days after said taking, at the option of Landlord, this Lease may be terminated upon fourteen days notice by Landlord. All compensation awarded or paid upon such a total or partial taking of the Premises shall

belong to and be the property of Landlord without any participation by Tenant.

26. Tenant shall be in default of this Lease if any one or more of the following occur: Tenant fails to pay any rent or other payment or sum of money due under this Lease; Tenant fails to observe or perform any other of the terms hereof; Tenant shall abandon or vacate the Premises before the end of the term of this Lease; or upon the occurrence of any event constituting a breach or default of this Lease as defined in any other paragraph of this Lease. All sums of money that may be payable pursuant to any of the terms of this Lease by Tenant to Landlord, including all amounts which will become payable for the unexpired term of this Lease, and any abated rent or other charges, shall accelerate and be due and payable immediately upon default, except as otherwise provided herein. Landlord may, at its option, forthwith demand the full payment of all such sums, and Landlord may immediately proceed to collect same by any and all means provided by law and this Lease. No eviction, distress or other legal process shall relieve Tenant of its obligation to pay all sums due pursuant to the preceding sentence or any other provision of this Lease, including but not limited to rent for the unexpired terms of the Lease. Landlord may recover from Tenant all damages it may incur by reason of such default as damages for loss of the bargain and not as a penalty, including the cost of recovering the Premises and actual attorney's fees and costs. In the event that at any given time, in payment of rent or other charges, Tenant shall pay and Landlord shall accept a sum less than the total amount of rent due and payable at that time, Landlord's acceptance of said lesser amount shall be applied as rental on a per diem basis and shall not be construed to waive any rights of Landlord hereunder unless Landlord specifies otherwise at that time.

27. Upon default Landlord shall have the additional right to enter the Premises, remove Tenant's property therefrom, make such alterations and repairs as may be necessary and relet the Premises for the account of Tenant on such terms and conditions as Landlord may choose, which reletting may extend beyond the term of this Lease. All rentals received by Landlord upon such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder of Tenant to Landlord; second to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and costs of alterations and repairs; third to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in repayment of future rent as the same may become due and payable hereunder. Landlord reserves the right to bring such action or proceedings for the recovery of any deficits remaining unpaid without being obligated to wait until the end of the term of this Lease, and the commencement or maintenance of any one or more actions shall not bar Landlord from bringing other or subsequent actions for further accruals pursuant to the provisions of this paragraph. Tenant shall be liable for any deficiency between the rent herein reserved and the rent derived from any such reletting. No receipt of monies by Landlord after the termination of this Lease in any way or after the giving of any notice, shall reinstate, continue or extend the term of this Lease or affect any notice given to Tenant prior to the receipt of such money. Landlord shall be under no obligation to mitigate damages. In the event of a breach or threatened breach by Tenant of any of its obligations under this Lease, Landlord shall also have the right to appropriate injunctive relief. The rights and remedies whether herein or elsewhere in this Lease provided shall be cumulative and the exercise of any one shall not preclude the exercise or act as a waiver of any other right or remedy of Landlord hereunder, or which may be existing at law, or at equity or by statute. The term "Tenant" as used in this paragraph shall include the original Tenant named in the first paragraph hereof and any assignee, or sub Tenant of the original Tenant, and any guarantor of any of said parties.

28. Landlord, or any of Landlord's agents or designees, shall have the right, without prior notice, to enter upon the Premises at all reasonable hours, and in emergencies at all times, to inspect the Premises, to make any repairs, additions or alterations deemed necessary, to exhibit the Premises, to repair any property owned or controlled by Landlord, or for any other lawful reason. Said right of entry shall likewise exist for the purposes of removing placards, signs, fixtures, alterations or additions which do not conform to this Lease. For a period commencing ninety (90) days prior to the end of the term of this Lease Landlord may have reasonable access to the Premises for the purpose of exhibiting the same to prospective Tenants and to post any signs upon the Premises.

29. In the event of any litigation in connection with, arising out of, or relating to this Lease, the prevailing party shall be entitled to attorney's fees and costs through the date of the breach through any and all appeals.

30. On the last day of this Lease, Tenant shall quit and surrender the Premises, together with all keys, fixtures, alterations, additions and improvements which may have been made in, on or to the Premises, except movable furniture or unattached movable trade fixtures put in at the sole expense of Tenant. The Premises shall be broom clean, newly painted in as good condition and repair as the Premises were in at the beginning of the term of this Lease, and all air conditioning, heating and other mechanical equipment of every nature, whether or not installed by Tenant, shall be in good working order. Tenant shall ascertain from Landlord at least **One Hundred Twenty (120) days** before the end of the term of this Lease whether Landlord desires to have the Premises or any part thereof restored to the condition in which it was originally delivered to Tenant. If Landlord shall so desire, then Tenant at its own cost and expense shall restore the same before the end of the term. Tenant shall, on or before the end of the term, remove from the Premises all its property together with any alterations, additions and improvements that Landlord has requested to be removed. Any or all of such property not so removed shall, at Landlord's option, become the exclusive property of Landlord or be disposed of by Landlord at the sole discretion of Landlord at Tenant's cost and expense, without further notice to or demand upon Tenant. If the Premises are not surrendered as and when aforesaid, Tenant shall indemnify Landlord against loss or liability resulting from the delay by Tenant in so surrendering the Premises including, without limitation, any claims made by any succeeding owner or occupant founded on such delay. In addition, Tenant shall become liable for the payment, at the option of Landlord, of the sum of equal to two times of the monthly rent as and for the use and occupancy for each and every day or part thereof which Tenant holds possession or fails to surrender possession, which sum may, at the option of Landlord be deducted from the security deposit hereunder.

31. Waivers of any one or more of the terms hereof in whole or in part or in the billing or adjustments for any one year by Landlord shall not be construed a waiver of a subsequent breach of the same or any other term. Consent or approval by Landlord to, or of, any act of Tenant requiring Landlord's consent or approval shall not be construed to waive or render unnecessary Landlord's consent or approval to, or of, any subsequent similar act by Tenant. No waiver of any condition or covenant of this Lease shall be implied or arise from neglect or delay on the part of Landlord to enforce such condition or covenant or to declare this Lease terminated because thereof.

32. This Lease constitutes the entire agreement between the parties hereto as of the date of the execution hereof. No oral statement or prior written matter by Landlord or Landlord's agent(s) or employees shall have any force or effect and shall merge herein and be superseded hereby. No waiver of any provision of this agreement shall be effective unless in writing signed by the appropriate waiving party. Tenant agrees that it is not relying on any representations or agreement other than those contained in this Lease and that there are no collateral agreements, stipulations, promises or understandings whatsoever in any way touching upon the subject matter of this Lease. This Agreement shall not be modified except by a writing subscribed to by all parties, nor may this Lease be canceled by Tenant except with the written consent of Landlord, unless otherwise specifically provided herein. The invalidity or unenforceability in whole or in part of any covenant, promise, or undertaking or any section, subsection, paragraph, subparagraph, sentence, clause, phrase or word or any provisions of this Lease shall not affect or impair the validity of the remaining portions of this Lease. Except as otherwise provided in this Lease, the terms hereof shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and permitted assigns. In the event that the person signing is not authorized to sign and there is no apparent authority then the signor shall be personally liable regardless of whether a personal guarantee is signed.

33. This Agreement shall be governed by the laws of the State of Florida.

34. Nothing contained in this Lease shall be construed to create the relationships of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than Landlord and Tenant.

35. In compliance with Section 404.056, Florida Statutes, Tenant is hereby made aware of the following: RADON GAS IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO

PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

36. Tenant, at its sole cost and expense, shall cause its Premises to be exterminated as necessary for bugs, termites, rodents, etc., to the satisfaction of Landlord, and shall employ such exterminators approved by Landlord.

37. Both Tenant and Landlord acknowledge and warrant to the other that they have not dealt with any other real estate broker(s) other than Westvest Associates, Inc. regarding this transaction. Furthermore, each party hereby agrees to indemnify the other against any and all claims which may arise as result of any misrepresentation whether intentional or erroneous. Tenant hereby acknowledges that it has received all necessary advance statutory disclosures pertaining to duties, representation and/or brokerage compensation.

38. Payment of all rent and charges, and the performance of all covenants of Tenant, required by this Lease, are guaranteed pursuant to certain Guaranty of Lease, a copy is attached hereto as Exhibit "A" and made a part hereof.

39. Notwithstanding the foregoing, the Landlord, at Landlord's option and reasonable expense, reserves the right to relocate Tenant into another space of similar square footage within the complex. In the event that the Tenant shall not agree to the relocation as provided herein, this Lease shall be canceled and of no further force or effect and the Landlord shall not be liable to Tenant for any damages of any kind whatsoever.

40. Use of Hazardous Material. -- Tenant shall not cause or permit any Hazardous Material to be brought upon kept or used in or about the premises by Tenant, its agents, employees, contractors, licensees or invitees. If Tenant breaches this obligation, the Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, cost, liabilities or losses (including, without limitation diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Lease term as a result of such contamination. The foregoing indemnity shall survive the expiration or earlier termination of this Lease. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state or Federal law. Landlord and its Agents shall have the right, but not the duty, to inspect the Premises at any time to determine whether Tenant is complying with the terms of this Lease. If Tenant is not in compliance with this Lease, Landlord shall have the right to immediately enter upon the Premises to remedy any contamination caused by Tenant's failure to comply notwithstanding any other provision of this Lease. Landlord shall use reasonable efforts to minimize interference with Tenant's business but shall not be liable for any interference caused thereby.

41. Member of Doral Office Space, L.L.C. includes licensed real-estate professionals licensed as real-estate salespersons, broker-salespersons, and brokers.

42. **Mold / Poor air quality. --- Tenant acknowledges that given the climate and humid conditions that exist in South Florida as well as construction defects, mold and fungi may exist and or develop at the subject property. Tenant is hereby advised that certain molds may be toxic and pose a serious health risk. Tenant understands and agrees that Landlord is not responsible and hereby disclaims any responsibility for, any illness or allergic reaction which the Tenant or Tenant's employees, agents, or customers or invitees, may**

**experience as a result of mold, mildew, fungus or spores.**

**43. RULES AND REGULATIONS**

a. No Tenant shall: make or permit to be made any unseemly or disturbing noises or disturb or interfere with occupants of this or neighboring buildings or Premises; discard any debris or materials through or out of doors, windows, or skylights, or down passageways; permit or allow any portion of the demised Premises to be used for storage, manufacture, possession, or sale of liquor, narcotics, or other illegal or hazardous substance(s). Nor shall the subject property be used for: gambling, lodging, living or sleeping or for any immoral or illegal purposes.

b. Neither Tenant nor any agent, visitor, or licensee of Tenant shall go upon the roof of the Building.

c. Landlord shall not be responsible for lost or stolen property, equipment, money or any article taken from Leased Premises, Building or parking facilities regardless of how or when loss occurs, or nature thereof. Tenant shall have the responsibility for protecting the Premises from theft, robbery and pilferage, and shall keep non-customer doors locked.

d. No aerial or other communication antenna equipment or device shall be erected, mounted, attached or secured on any part of the roof or exterior walls of the Premises, or on the grounds, without in each instance, the written consent of the Landlord. Any aerial or other communication antenna equipment or device so installed without such written consent shall be subject to removal by Landlord without notice at Tenant's expense.

e. The plumbing facilities shall not be used for any other purpose than that for which they are designed and constructed, and no foreign substance of any kind shall be thrown or discarded therein. The expense of any breakage, stoppage, damage or contamination resulting from a violation of this provision shall be borne by Tenant.

f. Tenant shall not make use of any advertising media that shall be deemed objectionable to Landlord. And parking or storage of vehicles for advertising purposes is prohibited and same shall be subject to removal without notice by Landlord without liability at Tenant's expense.

g. The delivery, shipping, and unloading of merchandise, supplies and fixtures to and from the leased Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the leased Premises and shall be done only at the times, in the areas, and through the entrances designated by Landlord.

h. All garbage and refuse shall be kept in the kind and type of container specified by Landlord, and should be placed for collection in the manner and at the times and places specified or agreed to by Landlord.

i. At no time shall cooking or smoking be permitted within the demised Premises, and no noxious odors.

j. No roof or wall penetrations of any kind will be permitted without the written consent of Landlord.

k. Landlord reserves the right from time to time to amend or supplement the foregoing rules and regulations, and to adopt and promulgate additional rules and regulations applicable to the leased Premises, and common areas. Such rules and regulations and amendments and supplements thereto, if any, shall be binding upon the parties hereto with the same force and effect as if they had been inserted herein at the time of the execution hereof.

l. Car washing or mechanical work shall not be allowed anywhere on the Premises.

m. Tenant shall not, in or on any part of the Common Area; (a) Vend, peddle or solicit orders for sale or distribution of any merchandise, device, service, periodical, book, pamphlet or other matter whatsoever; (b) Exhibit any sign, placard, banner, notice or other written material, except for activities as approved by Landlord; (c) Distribute any circular, booklet, handbill, placard or other material, except for activities as approved by Landlord; (d) Solicit membership in any organization, group or association or contribution for any purpose; (e) Create a nuisance; (f) Throw, discard or deposit any paper, glass or extraneous matter of any kind except in designated receptacles, or create litter or hazards of any kind.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written in Miami-Dade County, Florida.

**Signature Page for Lease of Suite \_\_\_\_\_**

Tenant: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

WITNESSES: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

WITNESSES: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

Landlord: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Anthony T. DeRosa

WITNESSES: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

WITNESSES: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

**PERSONAL GUARANTY OF LEASE**

This Guaranty of Lease is made by \_\_\_\_\_ ("Guarantor") for the benefit of Doral Office Space, LLC ("Landlord"), Landlord under a certain lease of even date which has been, or will be, executed by and between Landlord and \_\_\_\_\_, ("Tenant") for Suite \_\_\_\_ located at 9600 NW 25<sup>th</sup> Street, Miami, Fl 33172 (the "Lease")

For value received and in consideration for and as an inducement to Landlord making the within Lease with Tenant, Guarantor, absolutely and unconditionally guarantees to Landlord, Landlord's successor(s) and assigns the full performance and observance of all the provisions therein (including, without limitation, the rules and regulations and applicable Addendum(s)), including without limitation, the payment of any and all rent and other sums provided for under the Lease, without requiring any notice of non-payment, non-performance, or non-observance or proof, or notice, or demand, whereby to charge the undersigned.

Guarantor further agrees that this Guaranty shall remain and continue in full force and effect as to any renewal, modification or extension of this Lease. Guarantor consents to any such extension, modification, alteration or assignment and waives notice of same. In any action, or proceeding relating to the terms of this Lease or this guaranty, Landlord and the undersigned hereby, absolutely and unconditionally waive their right to trial by jury. The liability of Guarantor under this Guaranty of Lease shall be primary and continuing and in any right of action which shall accrue to Landlord under the Lease, Landlord, at its option, may proceed against Guarantor without having commenced any action, or having obtained any judgment against Tenant and without previous notice to or demand upon either Tenant or Guarantor. In no event shall Landlord be deemed to owe to Guarantor any duties which might be owed to a surety, and Guarantor waives any rights it may have in that regard. Landlord may maintain successive actions for each default under this Guaranty. In the event Landlord incurs any expenses in the enforcement of this guaranty, whether legal action be instituted or not, the undersigned agrees to be liable for same (including without limitation actual attorney's fees) and to pay same promptly on demand by Landlord. The undersigned acknowledges receipt of a complete copy of the Lease with all Exhibits and other attachments, if any.

The term "Landlord" whenever used in this Guaranty of Lease refers to and means the Landlord in the foregoing Lease specifically named and also any assignee of Landlord, whether by outright assignment or assignment for security, and also any successor to the interest of Landlord or of any assignee of any part of the Lease whether by assignment or otherwise.

The term "Tenant" whenever used in this Guaranty of Lease refers to and means the Tenant named in the Lease and also any assignee or subtenant of the Lease and also any successor to the interest of Tenant, assignee, or subtenant of any part of the Lease, whether by assignment, sublease, or otherwise.

The use of the singular shall include the plural. Use of masculine, feminine or neuter genders shall include each. The obligation of two or more parties shall be joint and several. The terms and provisions of this Guaranty of Lease shall be binding upon and inure to the benefit of the respective successors and assigns of the parties named in this Guaranty.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty of Lease to be executed as of the date set forth in the Lease.

WITNESS: \_\_\_\_\_ NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_ NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

GUARANTOR \_\_\_\_\_ NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

Address must be provided:

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

Social Security # \_\_\_\_\_

DOB: \_\_\_\_\_

DL# \_\_\_\_\_

State: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Cell phone: \_\_\_\_\_

Person for emergency contact not related to the business: Name and # \_\_\_\_\_

\_\_\_\_\_

**DORAL OFFICE SPACE, LLC.**  
9600 NW 25<sup>TH</sup> STREET, SUITE 2A  
DORAL, FLORIDA 33172  
(305) 717-5401

**ACH Recurring Payment Authorization Form**

Schedule your payment to be automatically deducted from your checking or savings account. Just complete and sign this form to get started!

**Recurring Payments Will Make Your Life Easier:**

- It's convenient (saving you time and postage)
- Your payment is always on time (even if you're out of town), eliminating late charges

**Here's How Recurring Payments Work:**

You authorize regularly scheduled charges to your checking or savings account. You will be charged the amount indicated below each billing period. A receipt for each payment will be emailed to you and the charge will appear on your bank statement as an "ACH Debit." You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.

**Please complete the information below:**

I \_\_\_\_\_ authorize **Doral Office Space, LLC.** to charge my bank account  
(full name)

indicated below on the \_\_\_\_\_ of each **month** for payment of my **lease**.  
(day or date)

Company Name \_\_\_\_\_ Position \_\_\_\_\_  
Billing Address \_\_\_\_\_ Phone# \_\_\_\_\_  
City, State, Zip \_\_\_\_\_ Email \_\_\_\_\_

Account Type:  Checking  Savings

Name on Acct \_\_\_\_\_

Bank Name \_\_\_\_\_

Account Number \_\_\_\_\_

Bank Routing # \_\_\_\_\_

Bank City/State \_\_\_\_\_



SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify **Doral Office Space** in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted periodic payment dates fall on a weekend or holiday, I understand that the payment may be executed on the next business day. I understand that because this is an electronic transaction, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non Sufficient Funds (NSF) I understand that **Doral Office Space** may at its discretion attempt to process the charge again within 30 days, and agree to an additional **5.0% plus sales tax** charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I agree not to dispute this recurring billing with my bank so long as the transactions correspond to the terms indicated in this authorization form.