

MEMORANDUM

Agenda Item No. 14(A)(1)

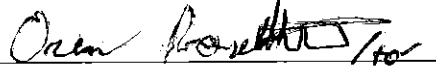
TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: December 17, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving an Assignment, Assumption, and Lease Agreement for warehouse and office space located at 8105 Northwest 77th Street in Medley, Florida, between the County, as assignee/tenant, Miami Warehouse Logistics LLC, as assignor, and Terreno NW 81st LLC, as landlord, for an initial term of 46 months with one 5-year option to renew and with an anticipated fiscal impact to the County of \$2,564,407.76 during the initial term of the Lease, inclusive of rent and other fiscal obligations, and of at least \$1,759,140.00 in base rent, exclusive of other fiscal obligations, during the option period, if exercised; directing the County Mayor to appoint staff to monitor the implementation of and compliance with the terms of the Lease; and authorizing the County Mayor to execute the Lease for and on behalf of Miami-Dade County, take all actions necessary to effectuate the lease, and to exercise all rights contained in the lease, including the renewal option and any rights of termination

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Jose "Pepe" Diaz.


Abigail Price-Williams
County Attorney

APW/uw



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: December 17, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 14(A)(1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(1)
12-17-19

RESOLUTION NO. _____

RESOLUTION APPROVING AN ASSIGNMENT, ASSUMPTION, AND LEASE AGREEMENT FOR WAREHOUSE AND OFFICE SPACE LOCATED AT 8105 NORTHWEST 77TH STREET IN MEDLEY, FLORIDA, BETWEEN THE COUNTY, AS ASSIGNEE/TENANT, MIAMI WAREHOUSE LOGISTICS LLC, AS ASSIGNOR, AND TERRENO NW 81ST LLC, AS LANDLORD, FOR AN INITIAL TERM OF 46 MONTHS WITH ONE 5-YEAR OPTION TO RENEW AND WITH AN ANTICIPATED FISCAL IMPACT TO THE COUNTY OF \$2,564,407.76 DURING THE INITIAL TERM OF THE LEASE, INCLUSIVE OF RENT AND OTHER FISCAL OBLIGATIONS, AND OF AT LEAST \$1,759,140.00 IN BASE RENT, EXCLUSIVE OF OTHER FISCAL OBLIGATIONS, DURING THE OPTION PERIOD, IF EXERCISED; DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO APPOINT STAFF TO MONITOR THE IMPLEMENTATION OF AND COMPLIANCE WITH THE TERMS OF THE LEASE; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE LEASE FOR AND ON BEHALF OF MIAMI-DADE COUNTY, TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE LEASE, AND TO EXERCISE ALL RIGHTS CONTAINED IN THE LEASE, INCLUDING THE RENEWAL OPTION AND ANY RIGHTS OF TERMINATION

WHEREAS, the Miami-Dade Fire Rescue Department ("MDFR") currently leases approximately 20,000 square feet of warehouse space at a property located at 8008-8014 Northwest 14th Street in Doral for its Office of Emergency Management ("OEM"), which lease was approved by this Board on October 2, 2018, through Resolution No. R-1051-18, and which lease expires on February 28, 2020; and

WHEREAS, MDFR's Marine Services Bureau ("MSB") currently occupies space at PortMiami, but the MSB must vacate that site to accommodate the development of Cruise

Terminal H (also known as “Cruise Terminal V”) from which location primarily Virgin Cruise Intermediate Limited will operate its passenger cruise service; and

WHEREAS, MDFR desires to lease warehouse space to house both OEM and MSB, and MDFR has located available space at 8105 Northwest 77th Street in Medley—a location that is convenient to both OEM and MSB and is near MDFR’s North Shop facility where MDFR provides fleet maintenance and unscheduled repairs to its fire emergency vehicles on an as-needed basis and close to highways and other fire stations in the central and northern areas of the County, both of which will benefit MDFR’s hurricane preparedness efforts; and

WHEREAS, the proposed warehouse consists of approximately 66,461 square feet of partially air-conditioned industrial warehouse space and air-conditioned office space, together with certain parking privileges in a designed area adjacent to the warehouse; and

WHEREAS, the proposed warehouse is currently leased by the landlord, Terreno NW 81st LLC, to the existing occupant, Miami Warehouse Logistics, Inc. (t/d/b/a Miami Warehouse Logistics, LLC) (the “Original Tenant”), under an existing lease titled “Industrial Multi-Tenant Lease” (attached hereto as Exhibit “A”), as amended by the “Amendment to Industrial Multi-Tenant Lease” (attached hereto as Exhibit “B”), which will be further amended by and assigned to and assumed by the County under the “Second Amendment and Assignment and Assumption of Industrial Multi-Tenant Lease” (attached hereto as Exhibit “C”) (collectively, Exhibits “A,” “B,” and “C” are the “Lease”); and

WHEREAS, in addition to the warehouse being ideally located, the Lease represents a good value to the County at the annual rental rate of \$6.37 per square foot at the inception of the term of the Lease (increasing to \$7.51 per square foot in the last year of the Lease), as an in-house survey of comparable rental properties conducted by the Internal Services Department (“ISD”)

that considered three sites at which tenants were responsible for all operating costs and expenses had rents of \$10.50 per square foot (at 1701-1729 Northwest 84th Avenue in Miami), \$11.00 per square foot (at 12950 Northwest South River Drive in Miami), and \$12.75 per square foot (at 9370 Northwest 114th Way in Medley); and

WHEREAS, the Lease is for a term of not less than 46 months, and contains a single 5-year option to renew at the County's option; and

WHEREAS, the anticipated fiscal impact of the Lease is as follows:

- The County will make a one-time payment to the Original Tenant of \$114,725.00 to purchase improvements to the warehouse consisting of shelving, racks, and other equipment necessary to operate the warehouse.
- The County will make payments of base rent of approximately \$1,759,140.00 to the landlord over the 46-month term of the Lease. To the extent the County exercises its option to renew, the base rent amount (and escalation) will be determined based the prevailing market rental rate for similar space in the buildings in the area, provided that the monthly base rent during the renewal period will not be lower than the monthly base rent due in the last month preceding the renewal. Accordingly, with respect to base rent during the option period (if exercised), the approximate fiscal impact during the entire option period will be at least \$2,564,407.76.
- The County will pay utilities (electricity, water and sewer, waste disposal) and enter into an HVAC maintenance service contract, all at an estimated cost of \$172,650.00 over the initial term of the Lease.

- The County will pay 74.34 percent of the landlord's operating expenses relating to operating, managing, maintaining, cleaning, repairing, modifying, and improving the demised premises, common areas, and the industrial center, all at an estimated cost of \$632,617.76 over the initial term of the Lease; and

WHEREAS, ISD will be responsible for the management of the Lease, and MDFR will therefore pay ISD a 5 percent management fee, which will total \$87,956.99 over the initial term of the Lease; and

WHEREAS, the County's administrative staff has advised the Board that all financial obligations arising out of the Lease will be funded from the Fire Rescue Taxing District/General Fund, and that there are sufficient and legally available funds in that source to cover said financial obligations; and

WHEREAS, in addition to this Board's approval of the Lease, the Lease is subject to two conditions precedent, including (1) surrender of the demised premises by the Original Tenant and (2) the Original Tenant's execution of a new lease for other warehouse space, both of which the County's administrative staff has advised will occur once this Board has approved the Lease and the County Mayor's veto period has expired or been waived,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Adopts, approves, and incorporates herein each of the foregoing recitals.

Section 2. Approves an Assignment, Assumption, and Lease Agreement for warehouse and office space located at 8105 Northwest 77th Street in Medley, Florida between the County, as assignee/tenant, Miami Warehouse Logistics LLC, as assignor, and Terreno NW 81st LLC, as landlord, in substantially the form attached hereto as Exhibits A through C. The approved

Lease is for an initial term of 46 months and one 5-year option to renew (exercisable at the County's option), and will have an anticipated fiscal impact to the County of \$2,564,407.76 during the initial term of the Lease, inclusive of rent and other fiscal obligations, and of at least \$1,759,140.00 in base rent, exclusive of other fiscal obligations, during the option period, if exercised.

Section 3. Directs the County Mayor or the County Mayor's designee to appoint staff to monitor the implementation of and compliance with the terms of the Lease.

Section 4. Authorizes the County Mayor or County Mayor's designee to execute the Lease for and on behalf of Miami-Dade County, take all actions necessary to effectuate the Lease, and to exercise all rights contained in the Lease, including the renewal option and any rights of termination.

The Prime Sponsor of the foregoing resolution is Commissioner Jose "Pepe" Diaz. It was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman	
Rebeca Sosa, Vice Chairwoman	
Esteban L. Bovo, Jr.	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Eileen Higgins	Barbara J. Jordan
Joe A. Martinez	Jean Monestime
Dennis C. Moss	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared this resolution duly passed and adopted this 17th day of December, 2019. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MAG

Miguel A. Gonzalez

INDUSTRIAL MULTI-TENANT LEASE

BETWEEN

**TERRENO NW 81st LLC, a Florida limited liability company, or its
Successors and Assigns**

AS LANDLORD

AND

**MIAMI WAREHOUSE LOGISTICS, LLC, a Florida limited
liability company**

AS TENANT

AT

8105 NW 77th Street, Medley, Florida 33166

April 25, 2016

INDUSTRIAL MULTI-TENANT LEASE

1. Basic Provisions ("Basic Provisions").

1.1 Parties: This Industrial Multi-Tenant Lease ("Lease") dated April ~~25~~, 2016, is made by and between FERRENO NW 81st LLC, a Delaware limited liability company ("Landlord") and MIAMI WAREHOUSE LOGISTICS, LLC, a Florida limited liability company ("Tenant") (collectively the "Parties," or individually a "Party").

1.2 Premises: Approximately 66,461 square feet of industrial space outlined on Exhibit A-1 attached hereto ("Premises") located in the building at 8105 NW 77th Street, Medley, Florida 33166 ("Building") located within certain industrial center, consisting of two (2) buildings ("Industrial Center"). The Industrial Center contains approximately 89,264 square feet of industrial rental space in total between the Building and 7999 NW 81st Place, Medley, Florida 33166. Tenant shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.2 below), but shall not have any rights to the roof, exterior walls or utility raceways, unless approved by Landlord, of the Building. Tenant acknowledges examining and inspecting the Premises, and all fixtures, equipment and other property appurtenant thereto and agrees to accept all in their "as-is" condition provided that Landlord shall, at Landlord's expense, deliver the Premises with all existing electrical, mechanical, plumbing and HVAC components in good working order and shall warrant such systems for thirty (30) days following Tenant's occupancy of the Premises.

1.3 Term: Eighty-eight (88) months ("Term"), commencing on June 30, 2016 ("Commencement Date") and ending on October 31, 2023 ("Expiration Date"). Landlord hereby grants Tenant the option to renew the Term (the "Renewal Option") for one additional term of five (5) years (the "Renewal Term"), commencing as of the date immediately following the Expiration Date, subject to the covenants and conditions set forth in Paragraph 17.

1.4 Rent:

<u>Rent From</u>	<u>Rent To</u>	<u>Annual PSF</u>	<u>Base Rent Amount Per Month + applicable sales tax</u>
June 30, 2016	October 31, 2016	\$0.0	\$0.00
November 1, 2016	June 30, 2017	\$5.61	\$31,068.66+(\$2,174.81 Sales Tax)= \$33,243.47
July 1, 2017	June 30, 2018	\$5.86	\$32,439.41+(\$2,270.76 Sales Tax)= \$34,710.17
July 1, 2018	June 30, 2019	\$6.11	\$33,851.29+(\$2,369.59 Sales Tax)= \$36,220.88
July 1, 2019	June 30, 2020	\$6.37	\$35,305.53+(\$2,471.39 Sales Tax)= \$37,776.92
July 1, 2020	June 30, 2021	\$6.65	\$36,803.40+(\$2,576.24 Sales Tax)= \$39,279.64
July 1, 2021	June 30, 2022	\$6.92	\$38,346.20+(\$2,684.23 Sales Tax)= \$41,030.43
July 1, 2022	June 30, 2023	\$7.21	\$39,935.28+(\$2,795.47 Sales Tax)= \$42,730.75
July 1, 2023	October 31, 2023	\$7.51	\$41,572.04+(\$2,910.04 Sales Tax)= \$44,482.08

All Rent shall be abated during the first four (4) months of the Term.

Note: The Rent Table set forth above includes estimated Florida sales tax for Base Rent only. Florida sales tax is also applicable to any operating expense reimbursement.

1.5 Tenant's Share of Operating Expenses ("Tenant's Share"): 74.5%

1.6 Tenant's Estimated Monthly Rent Payment: Following is the estimated monthly Rent payment to Landlord pursuant to the provisions of this Lease solely for months 5-12 of the first (1st) year of this Lease, subject to adjustment and abatement pursuant to the provisions of this Lease:

(a) Base Rent (Paragraph 4.1)	\$	31,068.66
(b) Florida State Sales and Use Tax on Base Rent (Paragraph 4.3)	\$	2,174.81
(c) Tenant's Share of Operating Expenses (estimated)	\$	14,623.28
(d) Florida State Sales and Use Tax on Operating Expenses	\$	1,023.63
Estimated Monthly Payment	\$	48,890.38

1.7 Security Deposit: \$91,383.88, which includes sales tax ("Security Deposit") (due upon execution of this Lease).

1.8 Permitted Use ("Permitted Use"): Warehouse, distribution, storage of goods and related uses, and any other uses as permitted by and in compliance with all Applicable Laws.

1.9 Guarantor: None.

1.10 Addenda and Exhibits: Attached hereto are the following Addenda and Exhibits, all of which constitute a part of this Lease:

(a) Addenda:	Landlord Remedies in the Event of Tenant Default (State of Florida)
	Work Letter
(b) Exhibits:	Exhibit A-1: Description of Premises
	Exhibit A-2: Parking and Truck Court
	Exhibit B: Rules and Regulations
	Exhibit C: Environmental and Use Questionnaire
	Exhibit D: Move-Out Standards

1.11 Address for Rent Payments: All amounts payable by Tenant to Landlord shall, until further notice from Landlord, be paid to Landlord at the following address:

TERRENO NW 81st, LLC
c/o Gibson Realty Group
7000 SW 97th Ave, Suite 210
Miami, FL 33173

1.12 Brokers: Vivo Real Estate Group, Inc.

1.13 Parking Spaces and Driveways: Tenant shall have the exclusive right to use all striped automobile parking spaces located in front of the Premises, as outlined in yellow on Exhibit A-2. Tenant shall have the non-exclusive right of access through the northern entrance to the Industrial Center, subject to all rights of any other tenants of the Industrial Park (Tenant acknowledges that other tenants may have right to close off or impede such access with fencing or gates). Additionally, upon sixty-five (65) days written notice, Tenant may, at Tenant's sole expense, fully secure the truck court and separate the Premises via a fence as shown on Exhibit A-2, provided that such improvements shall be previously approved by Landlord and completed in accordance with all Applicable Laws and the terms of this Lease.

2. Premises, Parking and Common Areas.

2.1 Leasing. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises upon all of the terms, covenants and conditions set forth in this Lease. Any statement of square footage set forth in this Lease or that may have been used in calculating Base Rent and/or Operating Expenses is an approximation which Landlord and Tenant agree is reasonable and the Base Rent and Tenant's Share based thereon is not subject to revision whether or not the actual square footage is more or less.

2.2 Common Areas - Definition. "Common Areas" are all areas and facilities outside the Premises and within the exterior boundary line of the Industrial Center and interior utility raceways within the Premises that are provided and designated by the Landlord from time to time for the general non-exclusive use of Landlord, Tenant and other tenants of the Industrial Center and their respective employees, suppliers, shippers, tenants, contractors and invitees.

2.3 Common Areas - Tenant's Rights. Landlord hereby grants to Tenant, for the benefit of Tenant and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Landlord under the terms hereof or under the terms of any rules and regulations or covenants, conditions and restrictions governing the use of the Industrial Center.

2.4 Common Areas - Rules and Regulations. Landlord shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable Rules and Regulations (Exhibit B), including signage, with respect thereto in accordance with Paragraph 16.19.

2.5 Common Area Changes. Landlord shall have the right, in Landlord's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the locations, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To add additional buildings and improvements to the Common Areas;

(d) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Industrial Center, or any portion thereof; and

(e) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Industrial Center as Landlord may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1 Term. The Commencement Date, Expiration Date and Term of this Lease are as specified in Paragraph 1.3. Notwithstanding that the Commencement Date may occur and the Term and rent payments may commence after the date of execution of this Lease, upon delivery and acceptance of this Lease in accordance with the terms of this Lease, this Lease shall be in full force and effect and valid and binding against the parties in accordance with, but on and subject to, the terms and conditions of this Lease.

3.2 Early Occupancy. Provided that Tenant has delivered the Security Deposit and required certificates of insurance, Tenant shall be entitled to occupy the Premises prior to the Commencement Date. Tenant's early occupancy of the Premises shall be subject to all of the provisions of this Lease other than the payment of rent. Early occupancy of the Premises shall not advance the Expiration Date of this Lease. During any such early occupancy, Tenant shall be permitted to commence, occupy, operate and the following specific improvements: addition of low-

voltage wiring, setting up server room, modifications to the electrical system and installing racks (all as set forth in the Work Letter).

4. Rent.

4.1 Base Rent. Tenant shall pay to Landlord Base Rent plus, if applicable sales, use or rental tax and other monetary obligations of Tenant to Landlord under the terms of this Lease (such other monetary obligations are herein referred to as "Additional Rent") in lawful money of the United States, without offset or deduction, in advance on or before the first (1st) day of each month. Base Rent and Additional Rent for any period during the term hereof which is for less than one full month shall be prorated based upon the actual number of days of the month involved. Payment of Base Rent and Additional Rent shall be made to Landlord at its address stated herein or to such other persons or at such other addresses as Landlord may from time to time designate in writing to Tenant. Base Rent and Additional Rent are collectively referred to as "Rent" or "rent". All monetary obligations of Tenant to Landlord under the terms of this Lease are deemed to be Rent. No payment by Tenant or receipt by Landlord of Rent hereunder shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any check or payment of Rent shall be deemed an accord and satisfaction, and Landlord may accept such check as payment without prejudice to Landlord's right to recover the balance of such installment or payment of Rent or pursue any other remedies available to Landlord. No Rent shall be due or payable by Tenant during the first four (4) months of the Term following the Commencement Date.

4.2 Operating Expenses. Tenant shall pay to Landlord on the first day of each month during the Term, in addition to the Base Rent, Tenant's Share of all "Operating Expenses" in accordance with the following provisions:

(a) "Operating Expenses" are all costs incurred by Landlord relating to the ownership and operation of the Industrial Center, Building, and Premises including the total cost and expense incurred in operating, managing, maintaining, cleaning, repairing, modifying, and improving the Building, the Common Areas, and the Industrial Center and all improvements, portions, and components thereof, including, but not limited to:

- (i) The operation, repair, maintenance and replacement in neat, clean, good order and condition of the Common Areas, including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, parkways, driveways, landscaped areas, striping, bumpers, irrigation systems, drainage systems, lighting facilities, fences and gates, exterior signs and tenant directories.
- (ii) Electricity, telephone and other utilities servicing the Common Areas.
- (iii) Common Area trash disposal, janitorial services, property management, accounting and life/safety systems.
- (iv) Maintenance of the Industrial Center and Building including, but not limited to, painting, caulking and repair and replacement of Industrial Center and Building components, including, but not limited to, fire detection and sprinkler systems, roof, roof membrane, drains, gutters and down spouts.
- (v) Management fees and other professional fees and expenses and costs in maintaining the Building and Industrial Center.
- (vi) Any and all capital improvements and/or expenses that are (1) mandated by Applicable Laws after the Commencement Date; (2) related to maintaining in good working order and repair the Building structure and the roof; or (3) reasonably intended and expected to reduce Operating Expenses, in each case, so long as such costs are amortized over the useful life of the capital item together with a reasonable interest rate, and in the case of subparagraph (3) to the extent of such reduction in Operating Expenses;

- (vii) If Tenant fails to maintain the Premises, any expense incurred by Landlord for such maintenance.
 - (viii) Real Property Taxes.
 - (ix) Premiums for the insurance policies maintained by Landlord under Paragraph 8 hereof.
 - (x) Any and all other expenses and costs customarily treated as operating expenses or taxes in properties of this nature.
- (h) Tenant's Share of Operating Expenses shall be that percentage shown in Paragraph 1.5.
- (c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(u) shall not be deemed to impose any obligation upon Landlord to either have said improvements or facilities or to provide those services.
- (d) Tenant shall pay monthly in advance, on the same day that the Base Rent is due, Tenant's Share of estimated Operating Expenses in the amount set forth in Paragraph 1.6.
- (c) If requested by Tenant, Landlord shall deliver to Tenant within ninety (90) days after the expiration of each calendar year a reasonably detailed statement showing Tenant's Share of the actual Operating Expenses incurred during the preceding year. At any time Landlord may adjust the amount of the estimated Tenant's Share of Operating Expenses to reflect Landlord's estimate of such expenses for the year.

4.3 Sales and Use Tax. In addition to the Base Rent, Tenant's Share of Operating Expenses, Real Property Taxes, Landlord Insurance and other charges payable by Tenant under this Lease, Tenant shall be liable for the payment of the Florida sales and use tax and all other taxes of any kind which may be imposed upon the rentals and other charges payable hereunder. Tenant shall pay all such taxes to Landlord monthly together with each and every payment of the Base Rent and other charges payable hereunder, and Landlord shall remit said amount to the appropriate taxing authority. The Florida sales and use tax has been included in the Base Rent chart set forth in Paragraph 1.4 above based on the current rate of seven percent (7%); it being understood that the applicable sales tax portion of the total monthly Rent shall be based on the then-current Florida sales and use tax.

5. Security Deposit. Tenant shall deposit with Landlord upon Tenant's execution hereof the Security Deposit set forth in Paragraph 1.7 as security for Tenant's faithful performance of Tenant's obligations under this Lease. If Tenant fails to pay Base Rent or Additional Rent, such will constitute a Default under this Lease (as defined in Paragraph 1.3.1), and Landlord may use the Security Deposit for the payment of any amount due Landlord or to reimburse or compensate Landlord for any liability, cost, expense, loss or damage (including attorney's fees) which Landlord may suffer or incur by reason thereof. Tenant shall on demand pay Landlord the amount so used or applied so as to restore the Security Deposit to the amount set forth in Paragraph 1.7. Landlord shall not be required to keep all or any part of the Security Deposit separate from its general accounts. Landlord shall, at the expiration or earlier termination of the term hereof and after Tenant has vacated the Premises, return to Tenant that portion of the Security Deposit not used or applied by Landlord. No part of the Security Deposit shall be considered to be held in trust, to bear interest, or to be prepayment for any monies to be paid by Tenant under this Lease. Notwithstanding anything to the contrary, Tenant specifically acknowledges and agrees that Landlord may hold and apply the Security Deposit against future rent damages incurred by Landlord in the event of a default by Tenant under this Lease and Tenant specifically waives the provisions of any statute which would prevent Landlord from making such application. The acceptance by Landlord of the Security Deposit paid by Tenant shall not render this Lease effective unless and until ~~Landlord shall have executed and delivered to Tenant a fully executed copy of this Lease. In the event of a sale of the~~ Building, Landlord shall have the right to transfer the Security Deposit to the purchaser, and upon acceptance by such purchaser, Landlord shall be released from all liability for the return of the Security Deposit. Tenant shall not assign or encumber the money deposited as security, and neither Landlord nor its successors or assigns shall be bound by any such assignment or encumbrance.

6. Use.

6.1 Permitted Use. Tenant shall use and occupy the Premises only for the Permitted Use set forth in Paragraph 1.8. Tenant shall not commit any nuisance, permit the emission of any objectionable noise or odor, suffer any waste, make any use of the Premises which is contrary to any law or ordinance or which will invalidate or increase the premiums for any of Landlord's insurance. Tenant shall not service, maintain or repair vehicles on the Premises, Building or Common Areas. Tenant shall not store foods, pallets, drums or any other materials outside the Premises. Landlord makes no (and does hereby expressly disclaim any) covenant, representation or warranty as to the Permitted Use being allowed by or being in compliance with any Applicable Requirements, applicable laws, rules, ordinances or restrictive covenants now or hereafter affecting the Premises (hereinafter collectively "Applicable Laws"), and any zoning letters, copies of zoning ordinances or other information from any governmental agency or other third party provided to Tenant by Landlord or any of Landlord's agents or employees shall be for informational purposes only. Tenant hereby expressly acknowledging and agreeing that Tenant shall conduct and rely solely on its own due diligence and investigation with respect to the compliance of the Permitted Use with all such Applicable Laws and not on any such information provided by Landlord or any of its agents or employees. Tenant shall procure from all governmental authorities having jurisdiction of Tenant all licenses, certificates, permits and other authorizations which may be necessary for the conduct of Tenant's business operations and occupancy of the Premises and shall comply with all Applicable Law at all times during the Term, including, without limitation, the Americans with Disabilities Act (both federal and Florida) and the regulations promulgated thereunder.

6.2 Hazardous Substances.

(a) Reportable Uses Requiring Consent. The term "Hazardous Substance" as used in this Lease shall mean any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment, or the Premises; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of Landlord to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substance shall include, but not be limited to, hydrocarbons, petroleum, gasoline, crude oil or any products or by-products thereof. Tenant shall not engage in any activity in or about the Premises which constitutes a Reportable Use (as hereinafter defined) of Hazardous Substances without the express prior written consent of Landlord and compliance in a timely manner (at Tenant's sole cost and expense) with all Applicable Requirements (as defined in Paragraph 6.3). "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and (iii) the presence in, on or about the Premises of a Hazardous Substance with respect to which any Applicable Requirements require that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Tenant may, without Landlord's prior consent, but upon notice to Landlord and in compliance with all Applicable Requirements, use any ordinary and customary materials reasonably required to be used by Tenant in the normal course of the Permitted Use, so long as such use is not a Reportable Use and does not expose the Premises, or neighboring properties to any meaningful risk of contamination or damage or expose Landlord to any liability therefor. In addition, Landlord may (but without any obligation to do so) condition its consent to any Reportable Use of any Hazardous Substance by Tenant upon Tenant's giving Landlord such additional assurances as Landlord, in its reasonable discretion, deems necessary to protect itself, the public, the Premises and the environment against damage, contamination or injury and/or liability therefor, including but not limited to the installation (and, at Landlord's option, removal on or before Lease expiration or earlier termination) of reasonably necessary protective modifications to the Premises (such as concrete encasements) and/or the deposit of an additional Security Deposit. Tenant acknowledges (i) completion of Environmental and Use Questionnaire (Exhibit C) and (ii) Landlord's reliance upon same as a material inducement to enter into the Lease. Tenant acknowledges that failure to dispose, store or adequately monitor Hazardous Substances on the Premises in accordance with Applicable Requirements shall be a Default under this Lease and Tenant shall be responsible for all costs required in remediating such issues so that the Premises is returned to the condition as of the date hereof.

(b) Duty to Inform Landlord. If Tenant knows, or has reasonable cause to believe, that a Hazardous Substance is located in, under or about the Premises or the Building, Tenant shall immediately give Landlord written notice thereof, together with a copy of any statement, report, notice, registration, application, permit,

business plan, license, claim, action, or proceeding given to, or received from, any governmental authority or private party concerning the presence, spill, release, discharge of, or exposure to, such Hazardous Substance. Tenant shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including, without limitation, through the plumbing or sanitary sewer system).

(c) Indemnification. Tenant shall indemnify, protect, defend and hold Landlord, Landlord's affiliates, Lenders, and the officers, directors, shareholders, partners, employees, managers, independent contractors, attorneys and agents of the foregoing ("Landlord Entities") and the Premises, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, loss of permits and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought or released onto the Premises by or for Tenant or by any of Tenant's employees, agents, contractors or invitees. Tenant's obligations under this Paragraph 6.2(c) shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Tenant, and the cost of investigation (including consultants' and attorneys' fees and testing), removal, remediation, clean up, restoration and/or abatement thereof, or of any contamination therein involved. Tenant's obligations under this Paragraph 6.2(c) shall survive the expiration or earlier termination of this Lease.

(d) Moisture and Mold. For purposes hereof, "Mold" is defined as the indoor presence or growth of mold, mildew, fungus and/or the presence of materials containing any of them. Tenant understands and acknowledges that the Premises are located in a region with a climate that is conducive to the growth of Mold. Tenant further understands and acknowledges that maintaining an acceptable indoor environment is an ongoing effort and that changes in occupancy, remodeling, maintenance procedures, and many other factors can have a significant effect on an indoor environment. Tenant must immediately report to Landlord any leaks, moisture or water intrusion, and any damage to or defect in the plumbing or HVAC system observed by Tenant. Landlord shall not be responsible or liable at any time to Tenant, or to those claiming by, through or under Tenant, for any claim for loss of life, bodily or personal injury, personal property damage, damage to property or business, advertising injury, or for business interruption or relocation expense and/or any other claim arising out of and/or caused directly or indirectly by the actual, alleged or threatened existence, discharge, dispersal, transmission, migration, release, or exposure to Mold, at any time now or hereafter found within, upon and/or about the Premises or the Project, regardless of the cause thereof, including any negligence by Landlord, that contributes concurrently or in any sequence to the loss or damage.

6.3 Tenant's Compliance with Applicable Requirements. Tenant shall, at Tenant's sole cost and expense, fully, diligently and in a timely manner, comply with all "Applicable Requirements," which term is used in this Lease to mean all laws, rules, regulations, ordinances, directives, covenants, easements and restrictions of record, permits, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Landlord's engineers and/or consultants, relating in any manner to the Premises (including but not limited to matters pertaining to (i) industrial hygiene, (ii) environmental conditions on, in, under or about the Premises, including soil and groundwater conditions, and (iii) the use, generation, manufacture, production, installation, maintenance, removal, transportation, storage, spill or release of any Hazardous Substance), now in effect or which may hereafter come into effect. Tenant shall, within 5 days after receipt of Landlord's written request, provide Landlord with copies of all documents and information evidencing Tenant's compliance with any Applicable Requirements and shall immediately upon receipt, notify Landlord in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving failure by Tenant or the Premises to comply with any Applicable Requirements.

6.4 Inspection; Compliance with Law. In addition to Landlord's environmental monitoring and insurance program, the cost of which is included in Operating Expenses, Landlord and the holders of any mortgages, deeds of trust or ground leases on the Premises ("Lenders") shall have the right to enter the Premises at any time in the case of an emergency, and otherwise at reasonable times, for the purpose of inspecting the condition of the Premises and for verifying compliance by Tenant with this Lease and all Applicable Requirements. Landlord shall be entitled to employ experts and/or consultants in connection therewith to advise Landlord with respect to Tenant's installation, operation, use, monitoring, maintenance, or removal of any Hazardous Substance on or from the Premises. The cost and expenses of any such inspections shall be paid by the party requesting same unless a violation of Applicable Requirements exists or is imminent or the inspection is requested or ordered by a governmental authority. In such case, Tenant shall upon request reimburse Landlord or Landlord's Lender, as the case may be, for the costs and expenses of such inspections.

7. **Maintenance, Repairs, Trade Fixtures and Alterations.**

7.1 **Tenant's Obligations.** Subject to the provisions of Paragraph 7.2 (Landlord's Obligations), Paragraph 9 (Damage or Destruction) and Paragraph 14 (Condemnation), Tenant shall, at Tenant's sole cost and expense and at all times, keep the Premises and every part thereof in good order, condition and repair (whether or not such portion of the Premises requiring repair, or the means of repairing the same, are reasonable or readily accessible to Tenant and whether or not the need for such repairs occurs as a result of Tenant's use, any prior use, the elements or the age of such portion of the Premises) including, without limiting the generality of the foregoing, all equipment or facilities specifically serving the Premises, such as plumbing, heating, HVAC, ventilating and air conditioning systems, ventilating, electrical, lighting facilities, boilers, Tenant's Work fired or unfired pressure vessels, fire protection/life safety systems and fire hose connectors if within the Premises, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights, but excluding any items which are the responsibility of Landlord pursuant to Paragraph 7.2 below. Tenant's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Without limiting the generality of this Paragraph 7.1, Tenant is responsible for all janitorial, security and trash removal services for the Premises and the maintenance, as well as all electricity charges for the use of Tenant's Work and repair and maintenance of the HVAC system of the Building (which shall include, without limitation, a preventive maintenance HVAC service contract, which service contract shall be entered into between Tenant and one of Landlord's approved HVAC contractors). Such service contract shall include, without limitation, preventive HVAC maintenance no less than quarterly). In addition, Landlord shall provide Tenant with access to any areas for which Tenant is required to make repairs hereunder. Notwithstanding anything to the contrary contained in the foregoing, Landlord shall be responsible for landscaping on the Common Areas and maintenance, repair and replacement of the roof (unless in the case of the roof damage was caused by the Tenant, in which case Tenant shall be responsible for such repair and/or replacement), replacement of HVAC system and the Building structure pursuant to Paragraph 7.2 below and subject to reimbursement under Paragraph 4.2 above.

7.2 **Landlord's Obligations.** Subject to the provisions of Paragraph 6 (Use), Paragraph 7.1 (Tenant's Obligations), Paragraph 9 (Damage or Destruction), and Paragraph 14 (Condemnation), Landlord, at its expense and not subject to the reimbursement requirements of Paragraph 4.2, shall keep in good order, condition, and repair the foundations and exterior walls of the Building and utility systems within the Industrial Center (which are not located within the Building or other building), except to the extent that any repair was caused by the negligent or intentional acts or omissions of Tenant or its agents and Landlord is unable to collect on any insurance coverage which would reimburse Landlord for such repair. Landlord, subject to reimbursement under Paragraph 4.2, shall keep in good order, condition, and repair the Building structure, Building roof membrane and Common Areas and shall replace HVAC system servicing the Premises provided that Tenant has maintained the required HVAC service contract and HVAC replacement is not caused by the Tenant, in which case Tenant shall be responsible for such replacement.

7.3 **Alterations.** Tenant shall not make nor cause to be made any alterations, installations in, on, under or about the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant may make interior cosmetic changes that do not affect the structure or buildings systems and are less than \$5,000.00 in nature and such alterations will not require consent from Landlord. Nothing in this Lease shall be deemed to be, or construed in any way as constituting, the consent or request of Landlord, expressed or implied, by inference or otherwise, to any person, firm or corporation for the performance of any labor or the furnishing of any materials for any construction, rebuilding, alteration or repair of or to the Premises or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials which might in any way give rise to the right to file any lien against Landlord's interest in the Premises. Tenant shall promptly pay for all materials supplied and work done in respect of the Premises so as to ensure that no lien is recorded against any portion of the Building or Premises or against Landlord's or Tenant's interest therein. If a lien is so recorded, Tenant shall discharge it within thirty (30) days by payment or bonding or shall be in default under this Lease. If any such lien is recorded and not discharged by Tenant as above required, Landlord shall have the right to remove such lien by bonding or payment and the cost thereof shall be paid immediately from Tenant to Landlord. Landlord and Tenant expressly agree and acknowledge that no interest of Landlord in the Premises or the Building or Project shall be subject to any lien for improvements made by Tenant in or for the Premises, and Landlord shall not be liable for any lien for any improvements made by Tenant, such liability being expressly prohibited by the terms of this Lease, and Tenant hereby agrees to inform all contractors and material suppliers performing work in or for or supplying materials to the Premises of the existence

of said prohibition. Landlord shall have the right to post and keep posted at all reasonable times on the Premises any notices which Landlord shall be required so to post for the protection of Landlord and the Demised Premises from any such lien. Tenant agrees to promptly execute such instruments in recordable form in accordance with the terms and provisions of Section 713.10, Florida Statutes, as are necessary to give public notice of the terms and conditions hereof. Tenant is hereby informed that Landlord may have already filed a notice in the public records which precludes the Landlord's interest in Building from being subject to the liens of contractors performing work for Tenant.

7.4 Surrender/Restoration. At the expiration or earlier termination of the Term, Tenant shall, at its sole cost, remove such of the leasehold improvements and trade fixtures in the Premises and restore the Premises to the condition existing prior to such removal and in accordance to **Exhibit D**, clean and free of debris. Tenant shall at its own expense repair any damage caused to the Premises by such removal. If Tenant does not remove its trade fixtures at the expiration or earlier termination of the Term, the trade fixtures shall, at the option of Landlord, become the property of Landlord and may be removed from the Premises and sold or disposed of by Landlord at Tenant's expense in such manner as Landlord deems advisable. Notwithstanding anything to the contrary contained in this Lease, to the extent Tenant makes any future alterations to the Premises, provided that Tenant expressly requests, Landlord shall indicate any requirement of removal and restoration to prior condition in writing at the time of providing its consent to such alterations. The parties agree that the Tenant's Work is not required to be removed at the expiration or earlier termination of the Term as set forth in the Work Letter unless Landlord provides notice to Tenant that it desires Tenant to remove the Tenant's Work.

8. Insurance; Indemnity.

8.1 Payment of Premiums. The cost of the premiums for the insurance policies maintained by Landlord under this Paragraph 8 shall be an Operating Expense reimbursable under Paragraph 4.2 hereof. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Commencement Date or Expiration Date. Without limiting the generality of the foregoing, additional provisions regarding the standards applicable to the surrender and vacation of the Premises are attached hereto and made a part hereof as **Exhibit D**.

8.2 Tenant's Insurance.

(a) At its sole cost and expense, Tenant shall maintain in full force and effect during the Term of the Lease the following insurance coverages insuring against claims which may arise from or in connection with the Tenant's operation and use of the Premises.

(i) Commercial General Liability insurance with minimum limits of \$1,000,000 per occurrence; \$3,000,000 general aggregate for bodily injury, personal injury and property damage. If required by Landlord, liquor liability coverage will be included.

(ii) Workers' Compensation insurance with statutory limits and Employers Liability with a \$1,000,000 per accident limit for bodily injury or disease.

(iii) Automobile Liability insurance covering all owned, non-owned and hired vehicles with a \$1,000,000 per accident limit for bodily injury and property damage.

(iv) Property insurance against "all risks" at least as broad as the current ISO Special Form policy including flood (with no exclusion for windstorm) against all risks of loss to any tenant improvements (including Tenant's Work) or betterments and business personal property on a full replacement cost basis with no coinsurance penalty provision; and

(v) and Business Interruption Insurance (or similar insurance) with a limit of liability representing loss of at least approximately six months of income.

(b) Tenant shall deliver to Landlord certificates of all insurance reflecting evidence of required coverages prior to initial occupancy; and annually thereafter.

(c) If, in the reasonable opinion of Landlord, the amount or scope of such coverage is deemed inadequate at any time during the Term, Tenant shall increase such coverage to such reasonable amounts or scope as Landlord reasonably deems adequate.

(d) All insurance required under Paragraph 8.2 (a) shall (i) be primary and non-contributory; (ii) provide for severability of interests, (iii) be issued by insurers, licensed or authorized to do business in the state in which the Premises are located and which are rated A:VII or better by Best's Key Rating Guide, (iv) be endorsed to include Landlord and such other persons or entities as Landlord may from time to time reasonably designate, as additional insureds and loss payees (as their respective interests may appear), and (v) contain the insurer's agreement to endeavor to provide at least 30-days prior notification of cancellation or material change in coverage to said additional insureds.

8.3 Landlord's Insurance. Landlord may maintain all risk, including, hurricane and flood, insurance covering the buildings within the Industrial Center, Commercial General Liability insurance and such other insurance in such amounts and covering such other liability or hazards as deemed appropriate by Landlord. The amount and scope of coverage of Landlord's insurance shall be determined by Landlord from time to time in its sole discretion and shall be subject to such deductible amounts as Landlord may elect. Landlord shall have the right to reduce or terminate any insurance or coverage. Premiums for any such insurance shall be an Operating Expense.

8.4 Waiver of Subrogation. To the extent permitted by law and without affecting the coverage provided by insurance required to be maintained hereunder, Landlord and Tenant each waive any right to recover against the other on account of any and all claims Landlord or Tenant may have against the other with respect to property insurance actually carried, or required to be carried hereunder, to the extent of the proceeds realized from such insurance coverage.

8.5 Indemnity. Tenant shall protect, indemnify and hold the Landlord Entities harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of:

(a) any damage to any property (including but not limited to property of any Landlord Entity) or death, bodily or personal injury to any person occurring in or about the Premises, the Building or the Industrial Center to the extent that such injury or damage shall be caused by or arise from any act, neglect, fault or omission by or of Tenant, its agents, contractors, suppliers, subcontractors, servants, employees, invitees, or visitors;

(b) the conduct or management of any work or anything whatsoever done by the Tenant on or about the Premises or from transactions of the Tenant concerning the Premises;

(c) Tenant's failure to comply with any and all Applicable Laws applicable to the condition or use of the Premises or its occupancy; or

(d) any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of the Tenant to be performed pursuant to this Lease.

The provisions of this Paragraph 8.5 shall survive the expiration or earlier termination of this Lease with respect to any claims or liability accruing prior to such termination.

8.6 Exemption of Landlord from Liability. Except to the extent caused by the gross negligence or willful misconduct of Landlord, Landlord and Landlord Entities shall not be liable for and Tenant waives any claims against Landlord Entities for injury or damage to the person or the property of Tenant, Tenant's employees, contractors, invitees, customers or any other person in or about the Premises, Building or Industrial Center from any cause whatsoever, including, but not limited to, damage or injury which is caused by or results from (i) fire, steam, electricity, gas, water or rain, or from the breakage, Hazardous Substances, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, ventilating, heating, air conditioning or lighting fixtures or (ii) from the condition of the Premises, other portions of the Building or Industrial Center. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant of Landlord nor from the failure by Landlord to enforce the provisions of any other lease in the Industrial Center. Notwithstanding Landlord's negligence, gross negligence, or breach of this Lease, Landlord shall under no circumstances be liable for (a) injury to Tenant's business, for any loss of income or profit therefrom or any indirect, consequential or punitive damages or (b) any damage to property

or injury to persons arising from any act of God or war, violence or insurrection including, but not limited to, those caused by such as earthquakes, hurricanes, storms, drought, floods, acts of terrorism, and/or riots, etc.

9. Casualty Damage or Destruction.

9.1 Casualty Damage. If the Premises are partially or totally destroyed due to fire or other casualty, Landlord shall diligently repair and/or restore the Premises to the similar condition as of the date of the execution of this Lease, and rent shall abate proportionately to the portion of the Premises, if any, rendered untenable from the date of the casualty until Landlord's repairs have been substantially completed. Landlord shall diligently and in good faith cause such repairs to be made to the Premises and Building. Tenant shall be responsible for insuring and restoring any improvements within the Premises. Upon being notified by Landlord that Landlord's repairs have been substantially completed, Tenant shall diligently perform all other work required (above the Landlord's work which are Landlord's responsibility) to fully restore the Premises for use in Tenant's business, in every case at Tenant's cost and without any contribution to such cost by Landlord, whether or not Landlord has at any time made any contribution to the cost of supply, installation, or construction of leasehold improvements in the Premises. Tenant agrees that during any period of reconstruction or repair of the Premises, it will continue the operation of its business within the Premises to the extent reasonably practicable. Notwithstanding anything to the contrary contained herein, Landlord may terminate this Lease with respect to the entire Premises if (i) the casualty damage to the Premises or the Building is such that in the reasonable opinion of the Landlord such reconstruction or repair cannot be completed within three hundred and sixty-five (365) days after the date of the damage or destruction (the "Major Casualty"), or (ii) if Landlord's mortgagee requires the insurance proceeds to be applied to the payment of the mortgage debt, by providing written notice to Tenant within ninety (90) days after the occurrence of the Major Casualty or mortgagee's determination of its use of the insurance proceeds, and Tenant shall within thirty (30) days after receipt of such notice deliver possession of the Premises to Landlord in accordance with the terms of this Lease. If Landlord elects not to terminate this Lease as a result of a Major Casualty, Landlord shall provide Tenant with a written notice confirming the occurrence of a Major Casualty and Landlord's desire to rebuild (the "Rebuilding Notice") which Rebuilding Notice shall include a reasonable estimate of the amount of time it will take to restore the Premises to similar condition as of the date of the execution of this Lease.

Tenant may terminate this Lease with respect to the entire Premises if a Major Casualty occurs by providing Landlord with written notice of termination within ninety (90) days after the occurrence of the Major Casualty (the occurrence of such Major Casualty to be reasonably determined by Landlord as provided in the foregoing paragraph) or within thirty (30) days after Tenant's receipt of the Rebuilding Notice (each, a "Casualty Termination Notice") and Tenant shall within thirty (30) days after the delivery of a Casualty Termination Notice to Landlord deliver possession of the Premises to Landlord in accordance with the terms of the Lease. If Tenant fails to timely deliver a Casualty Termination Notice, it shall be deemed to have waived its right to terminate this Lease with respect to a Major Casualty.

9.2 Damage Caused by Tenant. Tenant's termination rights under Paragraph 9.1 shall not apply if the damage to the Premises or Building is the result of any act or omission of Tenant or of any of Tenant's agents, employees, customers, invitees or contractors ("Tenant Acts"). Any damage resulting from a Tenant Act shall be promptly repaired by Tenant. Landlord at its option may at Tenant's expense repair any damage caused by Tenant Acts. Tenant shall continue to pay all rent and other sums due hereunder and shall be liable to Landlord for all damages that Landlord may sustain resulting from Tenant Acts.

10. Real Property Taxes.

10.1 Payment of Real Property Taxes. Landlord shall pay the Real Property Taxes due and payable during the term of this Lease and, except as otherwise provided in Paragraph 10.3, any such amounts shall be included in the calculation of Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.2 Real Property Tax Definition. As used herein, the term "Real Property Taxes" is any form of tax or assessment, general, special, ordinary or extraordinary, imposed or levied upon (a) the Industrial Center or Premises or Building, (b) any interest of Landlord in the Industrial Center or Building, (c) Landlord's right to rent or other income from the Industrial Center or Building and/or (d) Landlord's business of leasing the Premises. Real Property Taxes include (i) any license fee, commercial rental tax, excise tax, improvement bond or bonds, levy or tax; (ii) any

tax or charge which replaces or is in addition to any of such above-described "Real Property Taxes" and (iii) any fees, expenses or costs (including attorney's fees, expert fees and the like) incurred by Landlord in protesting or contesting any assessments levied or any tax rate. The term "Real Property Taxes" shall also include any increase resulting from a change in the ownership of the Industrial Center or Building, the execution of this Lease or any modification, amendment or transfer thereof. Real Property Taxes for tax years commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Commencement Date or Expiration Date.

10.3 Additional Improvements. Operating Expenses shall not include Real Property Taxes attributable to improvements placed upon the Industrial Center by other tenants or by Landlord for the exclusive enjoyment of such other tenants. Tenant shall, however, pay to Landlord at the time Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed by reason of improvements placed upon the Premises by Tenant or at Tenant's request.

10.4 Joint Assessment. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed.

10.5 Tenant's Property Taxes. Tenant shall pay prior to delinquency all taxes assessed against and levied upon Tenant's improvements, fixtures, furnishings, equipment and all personal property of Tenant contained in the Premises or stored within the Industrial Center.

11. Utilities. If utilities are separately metered to the Premises, Tenant shall pay directly to any public utility provider or to Landlord, if Landlord provides such services, Tenant shall pay its proportionate share thereof for all utilities and services supplied to the Premises, including but not limited to water and sewer charges, electricity, telephone, and gas and cleaning of the Premises, together with any taxes thereon. Any electricity usage caused by Tenant's Work which is above and beyond the average use of tenants in the Industrial Center shall be paid by Tenant.

12. Assignment and Subletting.

12.1 Landlord's Consent Required.

(a) Tenant shall not assign, transfer, mortgage or otherwise transfer or encumber (collectively, "assign") or sublet all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld. Relevant criteria in determining reasonability of consent include, but are not limited to, credit history of a proposed assignee or sublessee, references from prior landlords, any change or intensification of use of the Premises or the Common Areas and any limitations imposed by the Internal Revenue Code and the Regulations promulgated thereunder relating to Real Estate Investment Trusts. Notwithstanding any assignment, transfer, or sublet, Tenant shall not be released from any of its obligations under this Lease. Tenant shall not (i) sublet the Premises or assign this Lease to any person in which Landlord owns an interest, directly or indirectly (by applying constructive ownership rules set forth in Section 856(d)(5) of the Internal Revenue Code (the "Code")); or (ii) sublet the Premises or assign this Lease in any other manner which could cause any portion of the amounts received by Landlord pursuant to this Lease or any sublease to fail to qualify as "rents from real property" within the meaning of Section 856(d) of the Code, or which could cause any other income received by Landlord to fail to qualify as income described in Section 856(c)(2) of the Code. The requirements of this Paragraph 12.1 shall apply to any further subleasing by any subtenant.

(b) A change in the control of Tenant shall constitute an assignment requiring Landlord's consent. The transfer, on a cumulative basis, of 50% or more of the voting or management control of Tenant shall constitute a change in control for this purpose.

(c) No acceptance by Landlord of any rent or any other sum of money from any assignee, sublessee or other category of transferee shall be deemed to constitute Landlord's consent to any assignment, sublease, or transfer. No such assignment, subletting, occupancy or collection shall be deemed the acceptance of the assignee, tenant or occupant, as Tenant, or a release of Tenant from the further performance by Tenant of Tenant's obligations under this Lease. Any assignment or sublease consented to by Landlord shall not relieve Tenant (or its assignee) from obtaining Landlord's consent to any subsequent assignment or sublease.

(d) Landlord's consent to any assignment, subletting, occupancy or collection shall be subject to the further condition that if the rent pursuant to such assignment, subletting, occupancy or collection exceeds the Rent payable under this Lease, the amount of such excess after the recovery by Tenant of its reasonable costs of effectuating such assignment, subletting, occupancy or collection shall split evenly between Landlord and Tenant and shall be paid by Tenant on a monthly basis as received. Tenant shall reimburse Landlord's reasonable attorneys' fees and expenses incurred in connection with any consent to assignment, subletting, occupancy or collection.

13. Default; Remedies.

13.1 Default. The occurrence of any one of the following events shall constitute an event of default on the part of Tenant ("Default"):

- (a) The abandonment of the Premises by Tenant;
- (b) Failure to pay any installment of Base Rent, Additional Rent or any other monies due and payable hereunder;
- (c) A general assignment by Tenant for the benefit of creditors;
- (d) The filing of a voluntary petition in bankruptcy by Tenant, the filing of a voluntary petition for an arrangement, the filing of a petition, voluntary or involuntary, for reorganization, or the filing of an involuntary petition by Tenant's creditors or guarantors;
- (e) Receivership, attachment, or other judicial seizure of the Premises or all or substantially all of Tenant's assets on the Premises;
- (f) Failure of Tenant to maintain insurance as required by Paragraph 8.2;
- (g) Any breach by Tenant of its covenants under Paragraph 6.2, including a material misrepresentation in completion of Tenant's Environmental and Use Questionnaire (Exhibit C);
- (h) Failure in the performance of any of Tenant's covenants, agreements or obligations hereunder (except those failures specified as events of Default in other Paragraphs of this Paragraph 13.1 which shall be governed by such other Paragraphs), which failure continues for ten (10) days after written notice thereof from Landlord to Tenant (provided that, if Tenant has exercised reasonable diligence to cure such failure and such failure cannot be cured within such ten (10) day period despite reasonable diligence, Tenant shall not be in default under this subparagraph unless Tenant fails thereafter diligently and continuously to prosecute the cure to completion) unless such default involves life/safety issues; and/or
- (i) Any transfer of a substantial portion of the assets of Tenant, or any incurrence of a material obligation by Tenant, unless such transfer or obligation is undertaken or incurred in the ordinary course of Tenant's business or in good faith for equivalent consideration, or with Landlord's consent; and

13.2 Remedies. In the event of any Default by Tenant, Landlord shall have the remedies set forth in the Addendum attached hereto entitled "Landlord's Remedies in Event of Tenant Default, State of Florida".

13.3 Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of rent or other sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) days after such amount shall be due, then, without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of such overdue amount (however, such additional late charge shall not be in excess of the maximum amount permitted by Applicable Laws). The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason

of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's Default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

14. Condemnation. If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes leased hereunder, shall be taken by any public authority under the power of eminent domain or sold to any public authority under threat or in lieu of such taking, the Term shall cease as of the day possession or title shall be taken by such public authority, whichever is earlier ("Taking Date"), whereupon the rent shall be paid up to the Taking Date with a proportionate refund by Landlord of any rent paid for a period subsequent to the Taking Date. If less than the whole of the Premises, or less than such portion thereof as will make the Premises unusable for the purposes leased hereunder, shall be taken, the Term shall cease only as to the part so taken as of the Taking Date, and Tenant shall pay rent up to the Taking Date, with appropriate credit by Landlord (toward the next installment of rent due from Tenant) of any rent paid for a period subsequent to the Taking Date. Base Rent and other charges payable to Landlord shall be reduced in proportion to the amount of the Premises taken. All compensation awarded or paid upon a total or partial taking of the Premises or Building including the value of the leasehold estate created hereby shall belong to and be the property of Landlord without any participation by Tenant; Tenant shall have no claim to any such award based on Tenant's leasehold interest. However, nothing contained herein shall be construed to preclude Tenant, at its cost, from independently prosecuting any claim directly against the condemning authority in such condemnation proceeding for damage to, or cost of removal of, stock, trade fixtures, furniture, and other personal property belonging to Tenant, improvements paid for by Tenant, and moving and other reasonable relocation expenses; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award.

15. Estoppel Certificate. Within ten (10) days after written request by Landlord, Tenant shall deliver an estoppel certificate to Landlord as to the status of this Lease, including whether this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified and identifying the modification agreements); the amount of Base Rent and additional rent then being paid and the dates to which same have been paid; whether or not there is any existing or alleged default by either party with respect to which a notice of default has been served, or any facts exist which, with the passing of time or giving of notice, would constitute a default and, if there is any such default or facts, specifying the nature and extent thereof; and any other factual matters pertaining to this Lease as to which Landlord shall reasonably request such certificate. Landlord, and any prospective purchaser, lender, or ground lessor shall have the right to rely on such certificate

16. Additional Covenants and Provisions.

16.1 Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall not affect the validity of any other provision hereof.

16.2 Interest on Post-Due Obligations. Any monetary payment due Landlord hereunder not received by Landlord within five (5) days following the date on which it was due shall bear interest from the date due at ten percent (10%) per annum, but not exceeding the maximum rate allowed by law in addition to the late charge provided for in Paragraph 13.3.

16.3 Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

16.4 Landlord Liability. Tenant, its successors and assigns, shall not assert nor seek to enforce any claim for breach of this Lease against any of Landlord's assets other than Landlord's interest in the Industrial Center. Tenant agrees to look solely to such interest for the satisfaction of any liability or claim against Landlord under this Lease. In no event whatsoever shall Landlord (which term shall include, without limitation, any general or limited partner, trustees, beneficiaries, officers, directors, or stockholders of Landlord) ever be personally liable for any such liability.

16.5 No Prior or Other Agreements. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and supersedes all oral, written prior or contemporaneous agreements or understandings.

16.6 Notice Requirements. All notices required or permitted by this Lease shall be in writing and may be delivered in person (by hand or by messenger or courier service) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by nationally recognized overnight courier service, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 16.6. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice purposes, except that upon Tenant's taking possession of the Premises, the Premises shall constitute Tenant's address for the purpose of mailing or delivering notices to Tenant. A copy of all notices required or permitted to be given to Landlord hereunder shall be concurrently transmitted to such party or parties at such addresses as noted below Landlord's signature block or as Landlord may from time to time hereafter designate by written notice to Tenant.

16.7 Days of Notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 48 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the United States Postal Service or courier. If notice is received on a Saturday or a Sunday or a legal holiday, it shall be deemed received on the next business day.

16.8 Waivers. No waiver by Landlord of a Default by Tenant shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default by Tenant of the same or any other term, covenant or condition hereof.

16.9 Holdover. Tenant has no right to retain possession of the Premises or any part thereof beyond the expiration or earlier termination of this Lease. If Tenant holds over: (i) the Base Rent payable shall be increased to two hundred percent (200%) of the Base Rent thereafter (ii) Tenant shall be deemed to be occupying the Premises as a tenant-at-sufferance and (iii) all other terms and conditions of this Lease shall continue to apply. Nothing contained herein shall be construed as consent by Landlord to any holding over by Tenant. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, demands, actions, losses, damages, obligations, costs and expenses, including, without limitation, attorneys' fees incurred or suffered by Landlord by reason of Tenant's failure to surrender the Premises on the expiration or earlier termination of this Lease in accordance with the provisions of this Lease.

16.10 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies in law or in equity.

16.11 Binding Effect: Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State of Florida. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

16.12 Landlord. The covenants and obligations contained in this Lease on the part of Landlord are binding on Landlord, its successors and assigns, only during and in respect of their respective period of ownership of such interest in the Building or Industrial Center. In the event of any transfer or transfers of such title to the Building or Industrial Center, Landlord (and in case of any subsequent transfers or conveyances, the then grantor) shall be concurrently freed and relieved from and after the date of such transfer or conveyance, without any further instrument or agreement, of all liability with respect to the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed.

16.13 Attorneys' Fees and Other Costs. If any Party brings an action or proceeding to enforce the terms ~~hereof or declare rights hereunder,~~ the Prevailing Party (as hereafter defined) in any such proceeding shall be entitled to reasonable attorneys' fees. The term "Prevailing Party" shall include, without limitation, a Party who substantially obtains or defeats the relief sought. Landlord shall be entitled to attorneys' fees, costs and expenses incurred in preparation and service of notices of Default and consultations in connection therewith or for any cost associated with a lien placed on Premises or Industrial Center due to Tenant, whether or not a legal action is subsequently commenced in connection with such Default or resulting breach. Tenant shall reimburse Landlord on demand for all reasonable

legal, engineering and other professional services expenses incurred by Landlord in connection with all requests by Tenant for consent or approval hereunder.

16.14 Landlord's Access; Showing Premises; Repairs. Landlord and Landlord's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times upon reasonable notice for the purpose of showing the same to prospective purchasers or tenants, lenders and making such alterations, repairs, improvements or additions to the Premises or to the Building, as Landlord may reasonably deem necessary, provided that Landlord shall use commercially reasonable efforts to not materially interfere with Tenant's use and enjoyment of the Premises. Landlord may at any time place, on or about the Premises or Building, any ordinary "For Sale" signs and Landlord may at any time during the last 120 days of the Term hereof place on or about the Premises any ordinary "For Lease" signs at which time Landlord may bring any prospective Tenants thru the space with 24 hour notice. All such activities of Landlord shall be without abatement of rent or liability to Tenant.

16.15 Signs. Tenant shall not place any signs at or upon the exterior of the Premises or the Building without Landlord's prior written consent, provided that such signs shall always be in compliance with Applicable Laws.

16.16 Termination; Merger. Unless specifically stated otherwise in writing by Landlord, the voluntary or other surrender of this Lease by Tenant, the mutual termination or cancellation hereof, or a termination hereof by Landlord for Default by Tenant, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, Landlord shall, in the event of any such surrender, termination or cancellation, have the option to continue any one or all of any existing subtenancies. Landlord's failure within 10 days following any such event to make a written election to the contrary by written notice to the holder of any such lesser interest, shall constitute Landlord's election to have such event constitute the termination of such interest.

16.17 Quiet Possession. Upon payment by Tenant of the Base Rent and Additional Rent for the Premises and the performance of all of the covenants, conditions and provisions on Tenant's part to be observed and performed under this Lease, Tenant shall have quiet possession of the Premises for the entire term hereof subject to all of the provisions of this Lease.

16.18 Subordination; Attornment; Non-Disturbance.

(a) Subordination. This Lease shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or mortgage (collectively, "Mortgage") now or hereafter placed by Landlord upon the real property of which the Premises are a part, to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. Tenant agrees that any person holding any Mortgage shall have no duty, liability or obligation to perform any of the obligations of Landlord under this Lease. In the event of Landlord's default with respect to any such obligation, Tenant will give any Lender, whose name and address have previously in writing been furnished Tenant, notice of a default by Landlord. Tenant may not exercise any remedies for default by Landlord unless and until Landlord and the Lender shall have received written notice of such default and a reasonable time (not less than 30 days) shall thereafter have elapsed without the default having been cured. If any Lender shall elect to have this Lease superior to the lien of its Mortgage and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such Mortgage. The provisions of a Mortgage relating to the disposition of condemnation and insurance proceeds shall prevail over any contrary provisions contained in this Lease.

(b) Attornment. Subject to the non-disturbance provisions of subparagraph C of this Paragraph 16.18, Tenant agrees to attorn to a Lender or any other party who acquires ownership of the Premises by reason of a foreclosure of a Mortgage. In the event of such foreclosure, such new owner shall not: (i) be liable for any act or omission of any prior landlord or with respect to events occurring prior to acquisition of ownership, (ii) be subject to any offsets or defenses which Tenant might have against any prior Landlord, or (iii) be liable for security deposits or be bound by prepayment of more than one month's rent.

(c) Non-Disturbance. With respect to Mortgage entered into by Landlord after the execution of this Lease, Tenant's subordination of this Lease shall be subject to receiving assurance (a "non-disturbance

agreement") from the Mortgage holder (but Tenant's possession and this Lease will not be disturbed so long as Tenant is not in default and attorns to the record owner of the Premises.

(d) Self-Executing. The agreements contained in this Paragraph 16.18 shall be effective without the execution of any further documents; provided, however, that upon written request from Landlord or a Lender in connection with a sale, financing or refinancing of Premises, Tenant and Landlord shall execute such further writings as may be reasonably required to separately document any such subordination or non-subordination, attornment and/or non-disturbance agreement as is provided for herein. Landlord is hereby irrevocably vested with full power to subordinate this Lease to a Mortgage.

16.19 Rules and Regulations. Tenant agrees that it will abide by, and to cause its employees, suppliers, shippers, customers, tenants, contractors and invitees to abide by all reasonable rules and regulations ("Rules and Regulations," attached as Exhibit B) which Landlord may make from time to time for the management, safety, care, and cleanliness of the Common Areas, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Industrial Center and their invitees. Landlord shall not be responsible to Tenant for the non-compliance with said Rules and Regulations by other tenants of the Building or Industrial Center.

16.20 Security Measures. Tenant acknowledges that the rental payable to Landlord hereunder does not include the cost of guard service or other security measures. Landlord has no obligations to provide same. Tenant assumes all responsibility for the protection of the Premises. Tenant, its agents and invitees and their property from the acts of third parties.

16.21 Reservations. Landlord reserves the right to grant such easements that Landlord deems necessary and to cause the recordation of parcel maps, so long as such easements and maps do not unreasonably interfere with the use of the Premises by Tenant. Tenant agrees to sign any documents reasonably requested by Landlord to effectuate any such easements or maps. Tenant agrees that Landlord may at any time following the execution of this Lease, either directly or through Landlord's agents, identify Tenant's name in any marketing materials relating to the Building or Landlord's portfolio and/or make press releases or other announcements regarding the leasing of the Premises by Tenant, and Tenant waives any and all claims in connection therewith.

16.22 Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions, if any, shall be controlled by the typewritten or handwritten provisions.

16.23 Offer. Preparation of this Lease by either Landlord or Tenant or Landlord's agent or Tenant's agent and submission of same to Tenant or Landlord shall not be deemed an offer to lease. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

16.24 Amendments. This Lease may be modified only in writing, signed by the parties in interest at the time of the modification.

16.25 Multiple Parties. Except as otherwise expressly provided herein, if more than one person or entity is named herein as Tenant, the obligations of such persons shall be the joint and several responsibility of all persons or entities named herein as such Tenant.

16.26 Authority. Each person signing on behalf of Landlord or Tenant warrants and represents that she or he is authorized to execute and deliver this Lease and to make it a binding obligation of Landlord or Tenant.

16.27 Brokers. Each Party represents and warrants to the other Party that, except for those parties set forth in Paragraph 1.12 (the "Brokers"), such Party has not engaged or had any conversations or negotiations with any broker, finder or other third party concerning the leasing of the Premises to Tenant who would be entitled to any commission or fee based on the execution of this Lease. Tenant hereby further represents and warrants to Landlord that Tenant is not receiving and is not entitled to receive any rebate, payment or other remuneration, either directly or indirectly, from the Brokers, and that it is not otherwise sharing in or entitled to share in any commission or fee paid to the Brokers by Landlord or any other party in connection with the execution of this Lease, either directly or indirectly. Each Party hereby indemnifies the other Party against and from any claims for any brokerage commissions

(except those payable to the Brokers, all of which are payable by Landlord pursuant to a separate agreement) and all costs, expenses and liabilities in connection therewith, including, without limitation, reasonable attorneys' fees and expenses, for any breach of the foregoing. The foregoing indemnifications shall survive the termination of this Lease for any reason.

16.28 Usufruct. This contract shall create the relationship of landlord and tenant between Landlord and Tenant; no estate shall pass out of Landlord; Tenant has a usufruct, not subject to levy and sale, and not assignable by Tenant except as expressly set forth herein.

16.29 Lease Captions. The captions of this Lease are for convenience only and are not a part of this Lease, and do not in any way define, limit, describe or amplify the terms or provisions of this Lease or the scope or intent thereof.

16.30 Counterparts. This Lease may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

16.31 Interpretation. The parties acknowledge that this Lease is the result of negotiations between the parties, and in construing any ambiguity hereunder no presumption shall be made in favor of either party. No inference shall be made from any item, which has been stricken from this Lease other than the deletion of such item.

16.32 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

16.33 Intentionally Deleted.

16.34 Access. Tenant shall have access to the Premises 24 hours per day, seven days per week, subject to Landlord's reasonable security requirements and subject to force majeure.

16.35 Consequential Damages; Landlord Liability. Under no circumstances whatsoever shall Landlord ever be liable hereunder for consequential damages or special damages; and all liability of Landlord for damages for breach of any covenant, duty or obligation of Landlord hereunder may be satisfied only out of the interest of Landlord in the Industrial Center, as the same may then be encumbered, existing at the time any such liability is adjudicated in a proceeding as to which the judgment adjudicating such liability is non-appealable and not subject to further review, and neither Landlord, nor any managers or members of Landlord, shall be liable for any deficiency. It is understood that in no event shall Tenant have any right to levy execution against any property of Landlord other than its interest in the Industrial Center as herein before expressly provided. The term "Landlord" shall mean only the owner, for the time being of the Industrial Center, and in the event of the transfer by such owner of its interest in the Industrial Center, such owner shall thereupon be released and discharged from all covenants and obligations of Landlord thereafter accruing, but such covenants and obligations shall be binding during the Lease Term upon each new owner for the duration of such owner's ownership.

16.36 Signing of Documents. Tenant shall sign and deliver any instrument or documents necessary or appropriate to evidence any such attornment or subordination or agreement to do so. Tenant shall sign such instrument or documents, provided, however, Tenant receives a non-disturbance agreement from Landlord. So long as Tenant is not in default under this Lease, Tenant's occupancy of the Lease Premises shall not be disturbed.

16.37 Independent Covenants. The doctrine of independent covenants will apply in all matters relating to this Lease including, without limitation, all obligations of Landlord and Tenant to perform their respective obligations under this Lease. The preceding sentence shall apply notwithstanding that Landlord may have defaulted in fulfilling a covenant to maintain or repair the Leased Premises even if such default results in the unsuitability of the Leased Premises for Tenant's intended commercial use.

16.38 Force Majeure. Any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, acts of

God, including inclement weather and/or periods of rain or snow or other weather conditions, inability to obtain labor or materials, or reasonable substitutes therefore, governmental restrictions or requirements, governmental regulations, governmental controls, inability to timely obtain governmental approvals, failure of power, riots, insurrection, war or other enemy or hostile government action, civil commotion, fire or other casualty, early closure of asphalt plants, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay, or stoppage, including the obligations of Landlord to deliver the Leased Premises. The foregoing force majeure provisions are inapplicable to any payments of money due under this Lease.

16.39 No Recordation. Tenant shall not record this Lease without prior written consent from Landlord. However, either Landlord or Tenant may require that a "Short Form" memorandum of this Lease executed by both parties be recorded. The party requiring such recording shall pay all transfer taxes and recording fees.

16.40 Joint and Several Liability. All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

16.41 No Partnership. Nothing in this Lease creates any relationship between the parties other than that of landlord and tenant, and nothing in this Lease constitutes the Landlord a partner of Tenant or a joint venturer or member of a common enterprise with Tenant.

16.42 OFAC Compliance/Patriot Act. Each of Landlord and Tenant represents and warrants that: (a) neither it nor any person or entity that directly or indirectly owns an interest in it nor any of its officers, directors, or managing members is a person or entity (each, a "Prohibited Person") with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224 (the "Executive Order") signed on September 24, 2001 and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action, (b) its activities do not violate the International Money Laundering Abatement and Financial Anti Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the "Money Laundering Act") (i.e., Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "Patriot Act"), and (c) throughout the Term of this Lease, Landlord and Tenant shall comply with the Executive Order, the Money Laundering Act, and the Patriot Act.

16.42 Bankruptcy. Upon the filing of a petition by or against Tenant under the United States Bankruptcy Code, Tenant, as debtor and as debtor in possession, and any trustee who may be appointed shall:

- (a) timely perform each and every obligation of Tenant under this Lease until such time as this Lease is either rejected or assumed by order of the United States Bankruptcy Court;
- (b) pay monthly in advance on the first day of each month as reasonable compensation for use and occupancy of the Premises an amount equal to the Rent and other charges otherwise due pursuant to this Lease;
- (c) provide adequate assurance of future performance under the Lease;
- (d) reject or assume this Lease within sixty (60) days of the filing of such petition under the United States Bankruptcy Code.

~~17. Option to Renew. Landlord hereby grants Tenant the Renewal Option for the Renewal Term, commencing as of the date immediately following the Expiration Date, subject to the covenants and conditions hereinafter set forth in this Paragraph 17.~~

17.1 Tenant shall give Landlord written notice (the "Renewal Notice") of Tenant's election to exercise the Renewal Option no more than 12 months and no less than 9 months prior to the expiration of the initial Term of the Lease (the "Renewal Notice Period"). If Tenant fails to timely provide the Renewal Notice during the Renewal Notice Period, Tenant shall be deemed to have not exercised the Renewal Option. Tenant shall also provide a fully

completed Environmental and Use Questionnaire (Exhibit C) simultaneously with the Renewal Notice.

17.2 Tenant shall not be permitted to exercise the Renewal Option at any time during which Tenant is in default under the Lease, past applicable notice, grace and cure periods (if any) or if Tenant is not in occupancy of the entire Premises. If Tenant fails to cure any default under the Lease prior to the commencement of the Renewal Term, the Renewal Term shall be immediately cancelled, unless Landlord elects to waive such default, and Tenant shall forthwith deliver possession of the Premises to Landlord as of the expiration or earlier termination of the initial Term of the Lease.

17.3 Tenant shall be deemed to have accepted the Premises in its "AS-IS" condition as of the commencement of the Renewal Term, it being understood and agreed that Landlord shall have no additional obligation to renovate or remodel the Premises or any portion of the Building or Property as a result of Tenant's renewal of the Lease.

17.4 The covenants and conditions of the Lease in force during the Term, as the same may be modified from time to time, shall continue to be in effect during the Renewal Term, except as follows:

- (a) The "Renewal Date" for the purpose of the Lease shall be the first day of the Renewal Term. The "Expiration Date" shall be the date that is five (5) years after the Renewal Date.
- (b) The Base Rent and rental escalation for the Renewal Term shall be an amount equal to the then Fair Market Rent, but in no event shall such Fair Market Rent be less than the last month's Base Rent of the initial Term. "Fair Market Rent" shall be the then prevailing market rental rate for similar space in the buildings in the area and subject to the terms and provisions then prevailing at the time a renewal option is exercised for a renewing tenant. Landlord shall provide Tenant with its determination of Fair Market Rent within thirty (30) days after Landlord's receipt of the Renewal Notice by Tenant.

17.5 In the event Tenant does not timely or properly exercise the Renewal Option, this Lease shall terminate as of the Expiration Date of the initial Term. If Tenant exercises the Renewal Option, the Term of the Lease shall terminate as of the Expiration Date of the Renewal Term and Tenant shall have no further right to renew or extend the Lease.

17.6 The Renewal Option shall be exercisable only by the Tenant. Upon any transfer of this Lease by the Tenant, the Renewal Option shall be deemed void and of no force or effect.

18. **Right of First Offer.** Provided Tenant is not in default as of the date of exercise of its Right of First Offer (hereinafter defined), and provided Tenant has not done anything nor failed to do anything that, with the passage of time and/or the giving of notice, would constitute a default under this Lease, Tenant shall have a one-time right of first offer ("Right of First Offer") for all of the space within the approximately 22,803 square foot building located within the Industrial Center (the "First Offer Space") if and when the First Offer Space becomes available. For all purposes hereof the term "available" shall mean that the First Offer Space is not currently being leased to another tenant and that no other tenant in the Industrial Center shall have a right to lease the subject First Offer Space which right was granted prior to the execution of this Lease.

18.1 Landlord will advise Tenant in writing when the First Offer Space will become available. Tenant will have thirty (30) days from receipt of Landlord's notice, time being of the essence, to deliver written notice to Landlord that Tenant desires to lease the First Offer Space, subject to the First Offer Terms (defined below). Such notice shall be deemed irrevocable upon delivery. Tenant must accept all and not less than all of the First Offer Space. If Tenant timely exercises a Right of First Offer, Landlord will then prepare and deliver to Tenant an appropriate amendment to the Lease. Tenant shall have seven (7) business days after receipt of such amendment, time being of the essence, to execute and deliver such amendment to Landlord. If Tenant fails to execute and timely deliver the amendment to Landlord, Tenant will be conclusively deemed to have declined its Right of First Offer as to the First Offer Space, and Landlord shall be free to lease the space to a third party. For purposes of this Paragraph 18, notices and other deliveries from Tenant to Landlord shall be deemed "delivered" upon Landlord's receipt thereof. If Tenant waives or otherwise fails to properly exercise a Right of First Offer, Tenant shall promptly, within five (5) days after

demand, execute and deliver to Landlord a written confirmation to that effect. Tenant's failure to execute such written confirmation shall be an Event of Default, and shall not have any bearing upon the fact that Tenant has waived its Right of First Offer.

18.2 The "First Offer Terms" shall be the same as the terms and conditions set forth in the Lease, except that:

- (a) The Base Rent per rentable square foot with respect to the First Offer Space shall be at the Fair Market Rent value, as defined in Paragraph 17.4.
- (b) The term shall be for minimum of five (5) years.
- (c) Any renewal term shall be negotiated between the parties.

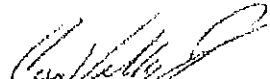
18.3 Tenant shall take possession of and begin paying Rent for the First Offer Space as instructed by Landlord.

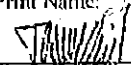
18.4 Tenant shall pay to Landlord as additional security for the Lease a pro-rata sum equal to the first month's Base Rent with respect to the First Offer Space, and such sum shall be added to and considered a part of the Security Deposit.

[SIGNATURE PAGES TO FOLLOW]

The parties hereto have executed this Lease on the dates specified below their respective signatures.

Signed, sealed and delivered
in the presence of:

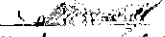


Print Name: Carlos Velasquez


Print Name: Tommy Gil

TENANT:

MIAMI WAREHOUSE LOGISTICS, LLC, a Florida
limited liability company

By: 
Name: *cf. in exhibit 5*
Title: *President*

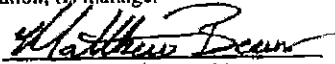
Address for Notice Purposes:
At the Premises

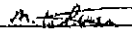
LANDLORD:

TERRENO NW 81st LLC, a Florida limited liability
company


By: Terreno Realty LLC, a Delaware limited
liability company, its manager

By: Terreno Realty Corporation, a Maryland
corporation, its manager

By: 
Matthew Bean, Vice President



Print Name: MARK LUTENSKI



Print Name: *Tom Gilman*

Address for Notice Purposes:

TERRENO NW 81st LLC
c/o Matthew Bean
101 Montgomery Street, Suite 200
San Francisco, CA, 94101

ADDENDUM

LANDLORD'S REMEDIES IN THE EVENT OF TENANT DEFAULT
(State of Florida)

In the event of any Default by Tenant, which Default is not cured after any applicable notice, grace and cure period, in addition to all remedies available at law or in equity, Landlord may at any time thereafter, with or without notice, and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such Default:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case the term of this Lease shall expire and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting, reasonable attorneys' fees, and any real estate commission actually paid or required to be paid.

(b) Reenter and take possession of the Premises and relet the same for Tenant's account, holding Tenant liable in damages for all expenses incurred by Landlord in any such reletting and for any difference between the amount of rents received from such reletting and those due and payable under the terms of this Lease, and Landlord shall not be deemed to have thereby accepted a surrender of the Premises. In the event Landlord relets the Premises, Landlord shall have the right to lease or let the Premises or portions thereof for such periods of time and at such rents and for such use and upon such covenants and conditions as Landlord, in its sole discretion, may elect, and Landlord may make such repairs and improvements to the Premises as may be necessary. Landlord shall be entitled to bring such actions or proceedings for the recovery of any deficits due to Landlord as it may deem advisable, without being obligated to wait until the end of the term, and commencement or maintenance of any one or more actions shall not bar Landlord from bringing other or subsequent actions for further accruals, nor shall anything in this subparagraph (b) limit or prohibit Landlord's right at any time to accelerate all rents and charges due from Tenant to the end of the term, or to terminate this Lease by giving notice to Tenant.

(c) Declare all rents and charges due hereunder immediately due and payable, and thereupon all such rents and fixed charges to the end of the term shall thereupon be accelerated; provided, however, such accelerated amounts shall be discounted to their then present value on the basis of a 10 percent (10%) per annum discount from the respective dates that such amount should have been paid hereunder. In the event that any charges due hereunder cannot be exactly determined as of the date of acceleration, the amount of such charges shall be determined by Landlord in a reasonable manner based on historical increases in such charges.

(d) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Florida.

Except for notices expressly required by applicable law, Tenant waives notice of termination of this Lease, notice of re-entry or institution of legal proceedings and any right of redemption, re-entry or repossession. The parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of, or in any way connected with, this Lease, the Premises or any claim of injury or damage. In the event Landlord commences any proceeding to enforce this Lease or the landlord/tenant relationship between the parties, or for nonpayment of minimum rent, additional rent or any other sums due Landlord from Tenant under this Lease, Tenant will not interpose any counterclaim of whatever nature or description in any such proceedings unless the failure to do so would bar Tenant's right to do so in a separate action. In the event Tenant must, because of applicable court rules, interpose any counterclaim or other claim against Landlord in such proceedings, Landlord and Tenant covenant and agree that, in addition to any other lawful remedy of Landlord, upon motion of Landlord, such counterclaim or other claim asserted by Tenant shall be severed out of the proceedings instituted by Landlord (and, if necessary, transfer to a court of different jurisdiction), and the proceedings instituted by Landlord may proceed to final judgment separately and apart from and without consolidation with or reference to the status of each counterclaim or any other claim asserted by Tenant. Tenant hereby consents to

the jurisdiction of any state court whose jurisdiction includes the county in which the Premises are located. In the event of any action or proceeding arising from this Lease or any other agreement to which Landlord and Tenant are a party, Tenant hereby stipulates that service of process upon Tenant shall be effective at the Premises.

Every term, condition, agreement or provision contained in this Lease shall be deemed to be also a covenant. The specified remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled in case of any breach or threatened breach by Tenant of any provision of this Lease. The failure of either party to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of any such term, covenant, condition, provision, agreement or option. A receipt and acceptance by Landlord of rent or any other payment, or the acceptance of performance of anything required by this Lease to be performed, with knowledge of the breach of any term, covenant, condition, provision or agreement of this Lease, shall not be deemed a waiver of such breach, nor shall any such acceptance of rent in a lesser amount than is herein provided for (regardless of any endorsement on any check, or any statement in any letter accompanying any payment of rent) operate or be construed either as an accord and satisfaction or in any manner other than as a payment on account of the earliest rent then unpaid by Tenant, and no waiver by Landlord of any term, covenant, condition, provision or agreement of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. In addition to the other remedies provided Landlord in this Lease, Landlord shall be entitled to the immediate restraint by injunction of any violation or attempted or threatened violation, of any of the terms, covenants, conditions, provisions or agreements of this Lease. No act or conduct of Landlord, whether consisting of the acceptance of the keys to the Premises, or otherwise, shall be deemed to be or constitute an acceptance of the surrender of the Premises by Tenant prior to the expiration of the term, and such acceptance by Landlord of surrender by Tenant shall only flow from and must be evidenced by a written acknowledgment of acceptance of surrender signed by Landlord.

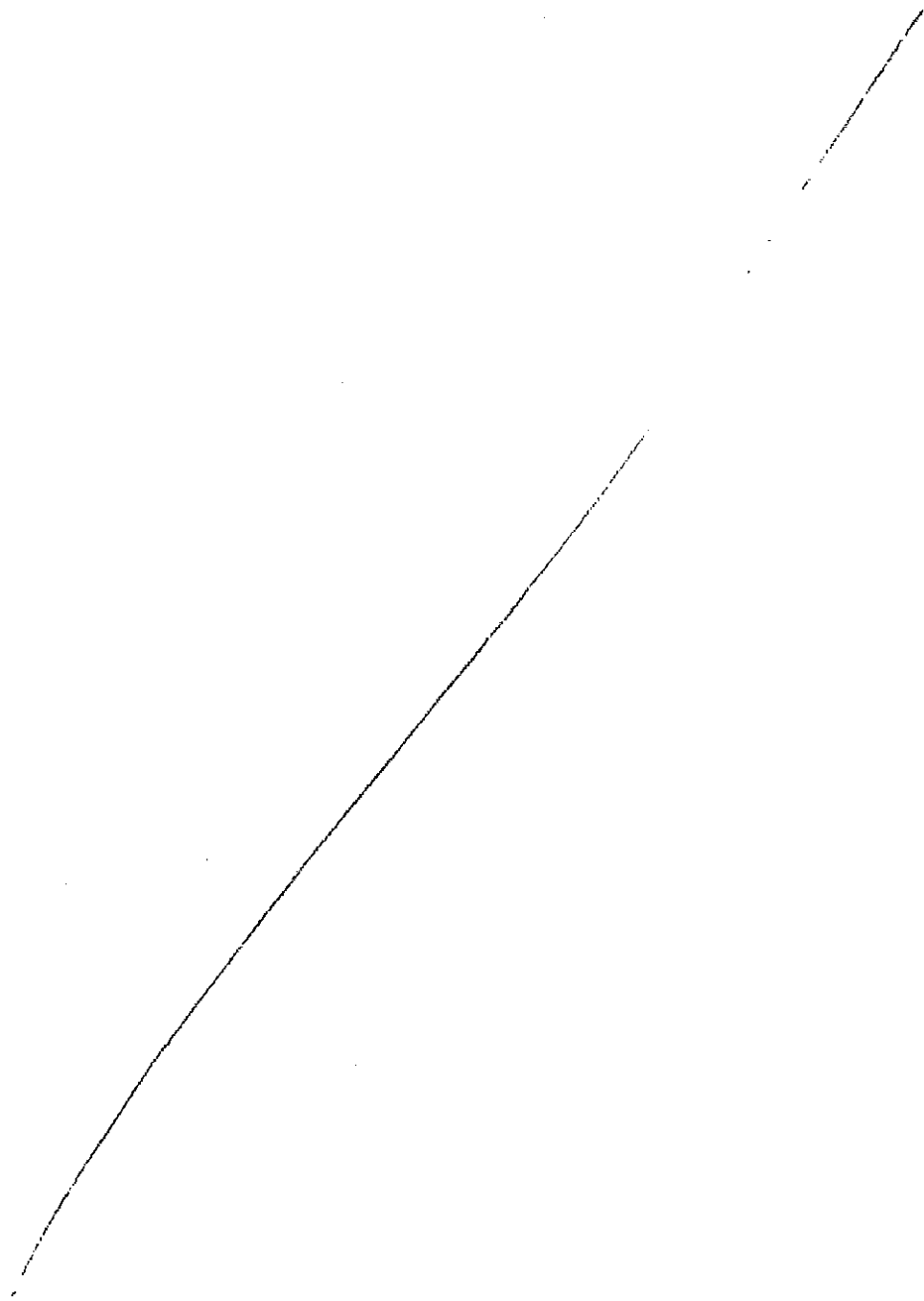
ADDENDUM
WORK LETTER

Tenant shall perform the following improvements to the Premises, at its sole cost ("Tenant's Work"), which Tenant's Work shall be completed in a good and workmanlike manner:

1. Install low-voltage wiring;
2. Set up server room; and
3. Modifications to the electrical system.

Tenant, at its sole cost and expense, shall verify with a licensed and insured electrician that there is sufficient electric power for the Tenant's Work, and if insufficient, all upgrades and rewiring shall be solely at Tenant's cost and only performed with Landlord's written approval. All plans and specification for the Tenant's Work, which shall be at Tenant's sole cost, shall be reviewed and approved by Landlord prior to commencement of any Tenant's Work. Tenant will obtain, at its sole cost and expense, all permits and approvals required in connection with the Tenant's Work and Landlord shall reasonably approve Tenant's Work prior to the commencement of such work. Tenant shall diligently pursue the issuance of permits for the Tenant's Work and shall commence the Tenant's Work (and shall diligently pursue same) upon receipt of such permit. Even if Tenant has not completed the Tenant's Work prior to the Commencement Date, Tenant shall be obligated to start paying Rent on the Commencement Date as set forth in the Lease. All contractors working on the Tenant's Work shall be licensed in the state of Florida and have appropriate insurance for such work, which insurance shall name Landlord as additional insured. During its construction of the Tenant's Work, Tenant and its agents, contractors, architects and consultants shall use commercially reasonable efforts not to unreasonably disturb the construction and/ or business operations of other tenants in the Building or the Industrial Center. All Tenant's Work shall be removed prior to the expiration or earlier termination of the term of the Lease, and Tenant shall at its own expense repair any damage caused to the Premises or Industrial center by such removal.

EXHIBIT A-1
DESCRIPTION OF PREMISES



00062644 - v.3

EXHIBIT A-2

PARKING AND TRUCK COURT

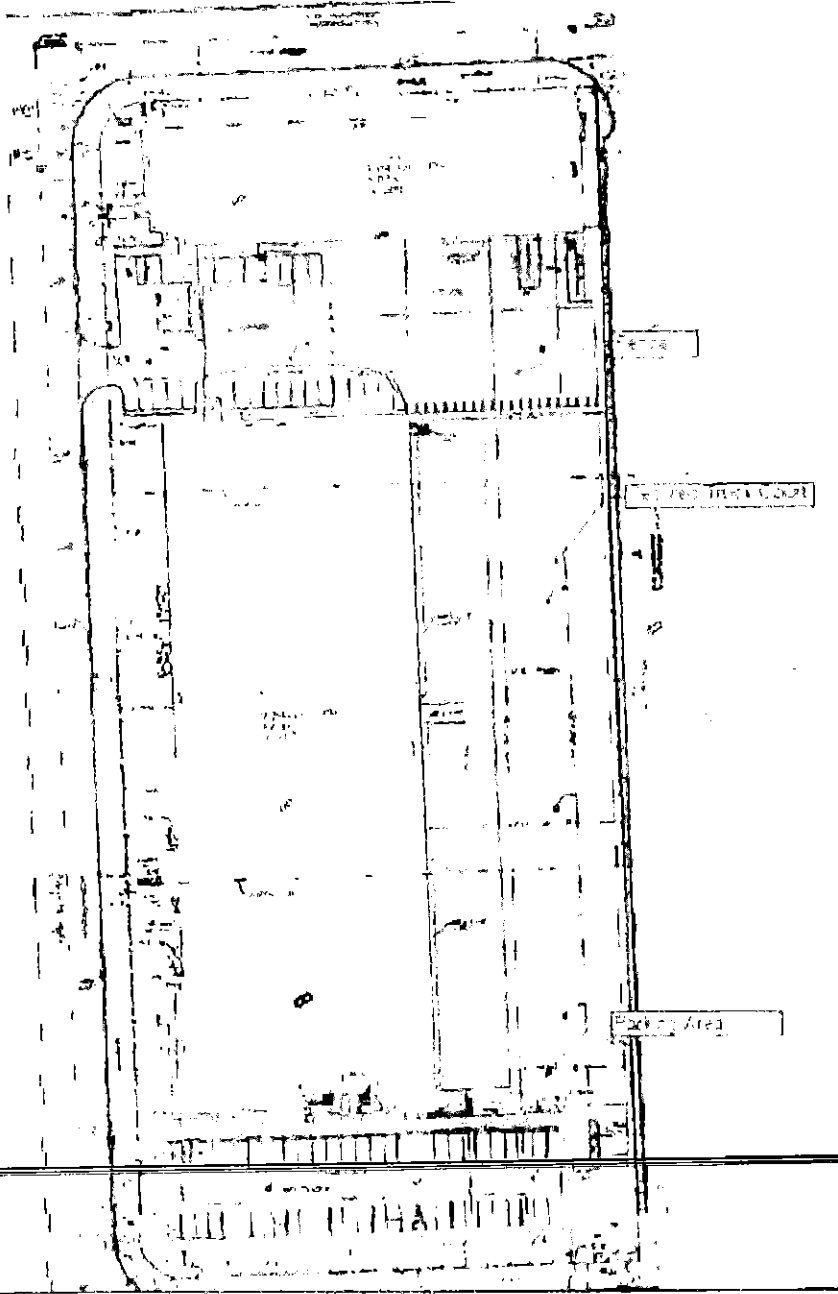


EXHIBIT B

RULES AND REGULATIONS

Landlord and Tenant agree that (i) the terms, conditions and provisions of this Exhibit B are incorporated into and are made a part of the Lease, (ii) any capitalized terms used herein and not otherwise defined herein have the meaning ascribed to such terms as set forth in the Lease, and (iii) the Lease is modified and supplemented as follows:

1. Security. The Landlord may from time to time adopt appropriate systems and procedures for the security or safety of the Building, any persons occupying, using, or entering the same, or any equipment, furnishings, or contents thereof, and the Tenant shall comply with the Landlord's reasonable requirements relative thereto.
2. Return of Keys. At the end of the Term, the Tenant shall promptly return to the Landlord all keys for the Premises which are in the possession of the Tenant. In the event any Tenant fails to return keys, Landlord may retain \$50.00 of Tenant's security deposit for locksmith work and administration.
3. Certain Rights Reserved to Landlord: The Landlord reserves the following rights:
 - a. To name or change the name of the Building and to change the street address of the Building.
 - b. To install and maintain a sign or signs on the exterior or interior of the Building.
4. Water Fixtures. The Tenant shall not use water fixtures for any purpose for which they are not intended, nor shall water be wasted by tampering with such fixtures. Any cost or damage resulting from such misuse by the Tenant shall be paid for by the Tenant.
5. Personal Use of Premises. The Premises shall not be used or permitted to be used for residential, lodging, or sleeping purposes.
6. Heavy Articles. The Tenant shall not place in or move about the Premises without the Landlord's prior written consent any safe or other heavy article which in the Landlord's reasonable opinion may damage the Building, and the Landlord may designate the location of any such heavy articles in the Premise.
7. Bicycles, Animals. The Tenant shall not bring any animals or birds into the Building, and shall not permit bicycles or other vehicles inside or on the sidewalks outside the Building except in areas designated from time to time by the Landlord for such purposes.
8. Deliveries. The Tenant shall ensure that deliveries of supplies, fixtures, equipment, furnishings, wares, and merchandise to the Premises are made through such entrances, elevators, and corridors and at such times as may from time to time be designated by the Landlord, and shall promptly pay or cause to be paid to the Landlord the cost of repairing any damage in the Building caused by any person making improper deliveries.
9. Solicitations. The Landlord reserves the right to restrict or prohibit canvassing, soliciting, or peddling in the Building.
10. Food and Beverages. Only persons approved from time to time by the Landlord may prepare, solicit orders for, sell, serve, or distribute foods or beverages in the Building, or use the Common Areas for any such purpose. Except with the Landlord's prior written consent and in accordance with arrangements approved by the Landlord, the Tenant shall not permit on the Premises the use of equipment for dispensing food or beverages or for the preparation, solicitation of orders for, sale, serving, or distribution of food or beverages.

11. Refuse. The Tenant shall place all refuse in proper receptacles provided by the Tenant at its expense in the Premises or in receptacles (if any) provided by the Landlord for the Building, and shall keep sidewalks and driveways outside the Building, and lobbies, corridors, stairwells, ducts, and shafts of the Building, free of all refuse.

12. Obstructions. The Tenant shall not obstruct or place anything in or on the sidewalks or driveways outside the Building or in the lobbies, corridors, stairwells, or other Common Areas, or use such locations for any purpose except access to and exit from the Premises without the Landlord's prior written consent. The Landlord may remove at the Tenant's expense any such obstruction or thing caused or placed by the Tenant (and unauthorized by the Landlord) without notice or obligation to the Tenant. All goods, including material used to store goods, delivered to the Premises or Tenant shall be immediately moved into the Premises and shall not be left in parking or receiving areas overnight.

13. Proper Conduct. The Tenant shall not conduct itself in any manner which is inconsistent with the character of the Building as a first quality building or which will impair the comfort and convenience of other tenants in the Building.

14. Employees, Agents and Invitees. In these Rules and Regulations, "Tenant" includes the employees, agents, invitees, and licensees of the Tenant and others permitted by the Tenant to use or occupy the Premises.

15. Parking. If the Landlord designates tenant parking areas for the Building, the Tenant shall park its vehicles and shall cause its employees and agents to park their vehicles only in such designated parking areas. The Tenant shall furnish the Landlord, upon request, with the current license numbers of all vehicles owned or used by the Tenant or its employees or agents and the Tenant thereafter shall notify the Landlord of any changes in such numbers within five (5) days after the occurrence thereof. In the event of failure of the Tenant or its employees or agents to park their vehicles in such designated parking areas, the Tenant shall forthwith on demand pay to the Landlord the sum of Twenty and No/100 (\$20.00) Dollars per day per each car so parked. Landlord may itself or through any agent designated for such purpose, make, administer, and enforce additional rules and regulations regarding parking by tenants and by their employees or agents, including, without limitation, rules and regulations permitting the Landlord or such agent to move any vehicles improperly parked to the designated tenant or employee parking areas. No disabled vehicle shall be left in the parking areas of the Building for more than 24 hours.

16. Extermination. If the Premises demised to any Tenant become infested with vermin, such Tenant, at its sole cost and expense, shall cause its premises to be exterminated from time to time, to the satisfaction of Landlord, and shall employ such exterminators therefor as shall be approved by Landlord.

17. Repair, Maintenance, Alterations and Improvements. Tenant shall carry out any Tenant's repair, maintenance, alterations and improvements in the Premises in a manner which will not interfere with the rights of other tenants in the Building.

18. Hazardous Substances. All Hazardous Substances shall be stored and disposed of in accordance with all Applicable Requirements and the terms of the Lease.

19. Vehicle Repair. Tenant shall not service, maintain or repair any vehicles on the Premises.

20. Tractor Trailers. Tractor trailers which must be unhooked or parked with dolly wheels beyond the concrete loading areas must use steel plates or wood blocks under the dolly wheels to prevent damage to the asphalt paving surfaces. No parking or storing of such trailers will be permitted in the auto parking areas of the Industrial Center or on streets adjacent thereto.

21. Communication Equipment. If any Tenant desires radio signal, communication equipment such as satellite dishes, etc., or any other utility or service connection installed or changed, such work shall be done at the expense of Tenant, with the prior written approval and under the direction of Landlord. No wiring shall be installed in any part of the Building without Landlord's approval and direction. Landlord reserves the right to disconnect any

radio signal or alarm system when, in Landlord's opinion, such installation or apparatus interferes with the proper operation of the Building or systems within the Building.

22. Reservation. Landlord reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be needful and desirable for the safety, care and cleanliness of the Premises, the Building or the Industrial Center and for the preservation of good order therein.

EXHIBIT C

ENVIRONMENTAL AND USE QUESTIONNAIRE
FOR TENANT MOVE-IN AND LEASE RENEWAL

Premises Name: _____
Premises Address: _____
Lease Date: _____
Landlord: Terreno _____ LLC
Tenant: _____

Instructions: The following questionnaire is to be completed by the Tenant Representative with knowledge of the planned/existing operations for the specified building/location. A copy of the completed form must be attached to all new leases and renewals, and forwarded to the Landlord's Risk Management Department.

1.0 PLANNED USE/OPERATIONS

1-1. Describe planned use (new lease) or existing operations (lease renewal), and include brief description of manufacturing processes employed.

2.0 HAZARDOUS MATERIALS

2-1. Are hazardous materials used or stored? If so, continue with the next question. If not, go to Section 3.0.
 No Yes *(See section 2 Hazard)*

2-2. Are any of the following materials handled on the property? (A material is handled if it is used, generated, processed, produced, packaged, treated, stored, emitted, discharged, or disposed.) If so, complete this section. If this question is not applicable, skip this section and go on to Section 3.0.

- Explosives
- Solvents
- Acids
- Gases
- Other (please specify)
- Fuels
- Oxidizers
- Bases
- PCBs
- Oils
- Organics/Inorganics
- Pesticides
- Radioactive Materials

2-3. For the following groups of chemicals, please check the type(s), use(s), and quantity of each chemical used or stored on the site. Attach either a chemical inventory or list the chemicals in each category.

___ Solvents ___ Gases
Type: _____ Type: _____
Use: _____ Use: _____
Quantity: _____ Quantity: _____

___ Inorganic ___ Acids
Type: _____ Type: _____
Use: _____ Use: _____

Quantity: _____

___ Fuels

Type: _____

Use: _____

Quantity: _____

___ Oils

Type: _____

Use: _____

Quantity: _____

___ Oxidizers

Type: _____

Use: _____

Quantity: _____

___ Organic

Type: _____

Use: _____

Quantity: _____

___ Other

Type: _____

Use: _____

Quantity: _____

Quantity: _____

___ Explosives

Type: _____

Use: _____

Quantity: _____

___ Bases

Type: _____

Use: _____

Quantity: _____

___ Pesticides

Type: _____

Use: _____

Quantity: _____

___ Radioactive Materials

Type: _____

Use: _____

Quantity: _____

2-4. List and quantify the materials identified above.

MATERIAL	PHYSICAL STATE	CONTAINER SIZE	NUMBER OF CONTAINERS

R

2-5. Describe the storage area location(s) for these materials.

3.0 HAZARDOUS WASTES

3-1. Are hazardous wastes generated? If so, continue with the next question. If not, skip this section and go to section 4.0. No Yes

3-2. Are any of the following wastes generated, handled, or disposed of (where applicable) on the property?

- Hazardous wastes
- Waste oils
- Air emissions
- Other (please specify)
- Industrial Wastewater
- PCBs
- Sludges

3-3. Identify and describe those wastes generated, handled or disposed of (disposition). Specify any wastes known to be regulated under the Resource Conservation and Recovery Act (RCRA) as "listed characteristic or statutory" wastes. Include total amounts generated monthly. Please include name, location, and permit number (e.g. EPA ID No.) for transporter and disposal facility, if applicable). Attach separate pages as necessary.

3-4. List and quantify the materials identified in Question 3-2 of this section.

WASTE GENERATED	SOURCE	APPROXIMATE MONTHLY QUANTITY	WASTE CHARACTERIZATION	DISPOSITION

--	--	--	--	--

3-5. Are pollution controls or monitoring employed in the process to prevent or minimize the release of wastes into the environment? If so, please describe.

4.0 USTS/ASTS

4-1. Are underground storage tanks (USTs), aboveground storage tanks (ASTs), or associated pipelines present on site (lease renewals) or required for planned operations (new tenants)? If not, continue with section 5.0. If yes, please describe capacity, contents, age, design and construction of USTs or ASTs

4-2. Is the UST/AST registered and permitted with the appropriate regulatory agencies? Please provide a copy of the required permits.

4-3. Indicate if any of the following leak prevention measures have been provided for the USTs/ASTs and their associated piping. Additionally, please indicate the number of tanks that are provided with the indicated measure. Please provide copies of written test results and monitoring documentation.

- | | |
|--|--|
| <input type="checkbox"/> Integrity testing | <input type="checkbox"/> Inventory reconciliation |
| <input type="checkbox"/> Leak detection system | <input type="checkbox"/> Overfill spill protection |
| <input type="checkbox"/> Secondary containment | <input type="checkbox"/> Other (please describe) |
| <input type="checkbox"/> Cathodic protection | |

4-4. If this Questionnaire is being completed for a lease renewal, and if any of the USTs/ASTs have leaked, please state the substance released, the media(s) impacted (e.g., soil, water, asphalt, etc.), the actions taken, and all remedial responses to the incident.

4-5. If this Questionnaire is being completed for a lease renewal, have USTs/ASTs been removed from the property? If so, please provide any official closure letters or reports and supporting documentation (e.g., analytical test results, remediation report results, etc.).

4-6. For lease renewals, are there any above or below ground pipelines on site used to transfer chemicals or wastes? For new tenants, are installations of this type required for the planned operations? If so, please describe.

4-7. If present or planned, have the chemical transfer pipelines been inspected or tested for leaks? If so, please indicate the results and provide a copy of the inspection or test results.

5.0 ASBESTOS CONTAINING BUILDING MATERIALS

5-1. Please be advised that this property participates in an Asbestos Operations and Maintenance Program, and that an asbestos survey may have been performed at the Property. If provided, please review the information that identifies the locations of known asbestos containing material or presumed asbestos containing material. All personnel and appropriate subcontractors should be notified of the presence of these materials, and informed not to disturb these materials. Any activity that involves the disturbance or removal of these materials must be done by an appropriately trained individual/contractor.

6.0 REGULATORY

6-1. For lease renewals, are there any past, current, or pending regulatory actions by federal, state, or local environmental agencies alleging noncompliance with regulations? If so, please describe.

6-2. For lease renewals, are there any past, current, or pending lawsuits or administrative proceedings for alleged environmental damages involving the property, you, or any owner or tenant of the property? If so, please describe.

6-3. Does the operation have or require a National Pollutant Discharge Elimination System (NPDES) or equivalent permit? If so, please provide a copy of this permit.

6-4. For lease renewals, have there been any complaints from the surrounding community regarding facility operations? If so, please describe. Have there been any worker complaints or regulatory investigations regarding hazardous material exposure at the facility? If so, please describe status and any corrective actions taken.

6-5. Has a Hazardous Materials Business Plan been developed for the site? If so, please provide a copy.

CERTIFICATION

I am familiar with the real property and facility operations described in this questionnaire. By signing below, I represent and warrant that the answers to the above questions are complete and accurate to the best of my knowledge. I also understand that the Landlord will rely on the completeness and accuracy of my answers in assessing any environmental liability risks associated with the property.

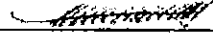
Signature: 
Name: Allen Roberts
Title: President
Date: 25 April 16
Telephone: 305-985-6518

EXHIBIT D

MOVE OUT STANDARDS

This Move Out Standards Exhibit is a part of the Lease dated _____, by and between Terreno _____ LLC ("Landlord") and _____ ("Tenant") for the premises commonly known as _____.

Landlord and Tenant agree that the Lease is hereby modified and supplemented as follows:

At the expiration of this Lease, Tenant shall surrender the Premises in the same condition as they were upon delivery of possession thereto under the Lease, reasonable wear and tear accepted, and shall deliver all keys to Landlord. Before surrendering the Premises, Tenant shall remove all of its Personal Property and trade fixtures and such alterations or additions to the Premises made by Tenant as may be specified for removal thereof. If Tenant fails to remove its personal property and fixtures upon the expiration of the Lease, the same shall be deemed abandoned and shall become the property of the Landlord.

Tenant shall surrender the Premises, at the time of the expiration of the Lease, in a condition that shall include, but is not limited to, addressing the following items:

1. Lights: Office and warehouse lights will be fully operational with all bulbs functioning. Replacement lamps should be consistent in color, type and style.
2. Dock Levelers & Roll Up Doors: Should be in good working condition.
3. Dock Seals: Free of tears and broken backboards repaired.
4. Warehouse Floor: Free of stains and swept with no racking bolts and other protrusions left in floor. Floors should be free of any cracks and shall be in the same condition as of the date of the execution of Lease. Cracks should be repaired with an epoxy or polymer.
5. Tenant-Installed Equipment & Wiring: Removed and space turned to original condition when originally leased. (Remove air lines, junction boxes, conduit, etc.)
6. Walls: Sheetrock (drywall) damage should be patched and fire-taped so that there are no holes in either office or warehouse.
7. Roof: Any tenant-installed equipment must be removed and roof penetrations properly repaired by licensed roofing contractor. Active leaks must be fixed and latest landlord maintenance and repair's recommendation must have been followed.
8. Signs: All exterior signs must be removed and holes patched and paint touched-up as necessary. All window signs should likewise be removed.
9. Heating & Air Conditioning System: A written report from a licensed HVAC contractor within the last three months stating that all evaporative coolers and/or heaters within the warehouse are operational and safe and that office HVAC system is also in good and safe operating condition.

10. Overall Cleanliness.

Clean windows, sanitize bathroom(s), vacuum carpet, and remove any and all debris from office and warehouse. Remove all pallets and debris from exterior of premises.

11. Upon Completion:

Contact Landlord's property manager to coordinate date of turning off power, turning in keys, and obtaining final Landlord inspection of Premises.

AMENDMENT TO INDUSTRIAL MULTI-TENANT LEASE

THIS AMENDMENT TO MULTI-TENANT LEASE (this "Amendment") is made and entered into as of the 12 day of ^{April} ~~April~~, 2017 ("Effective Date") by and between TERRENO NW 81st LLC, a Delaware limited liability company ("Landlord"), and MIAMI WAREHOUSE LOGISTICS, LLC, a Florida limited liability company ("Tenant").

RECITALS

A. Landlord, and Tenant entered into that certain Miami International Industrial Business Lease dated April 25, 2016 (the "Lease"), whereby Landlord leases to Tenant, and Tenant leases from Landlord, that certain warehouse premises located at 8105 NW 77th Street, Medley, Florida 33166 (the "Original Premises") as more particularly set forth in the Lease; and

B. Landlord and Tenant desire to amend and modify the Lease to, among other things, expand the Original Premises to include an additional 22,936 of square footage as part of the Premises ("Expansion Premises"), revise the Tenant's Share due to additional square footage, extend the Term of the Lease and specify the exact location of the Premises including the additional square footage area, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of Ten and 00/100 (10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein as if set forth in full.
2. General Provisions. All defined terms in this Amendment shall have the same meaning as in the Lease, except if otherwise noted. Except as amended and modified by this Amendment, all of the terms, covenants, conditions, and agreements of the Lease shall remain in full force and effect during the remainder of the Term. In the event of any conflict between the provisions of the Lease and the provisions of this Amendment, this Amendment shall control.
3. Premises. Commencing on May 1, 2017, Section 1.2 of the Lease shall be deleted in its entirety and replaced with the following:

"That certain "Industrial Center" located at 7999 NW 81st Place, Medley, FL 33166 and 8105 NW 77th St, Medley, FL, 33166 consisting of two (2) industrial warehouse buildings (collectively, the "Building"), parking lots, and other improvements, consisting of approximately 89,397 square feet of industrial rental space in the two buildings as shown on Exhibit A. Tenant shall have non-exclusive rights to the Exterior Areas (as defined in Paragraph 2.2 below), but shall not have any rights to the roof or utility raceways, unless approved by Landlord, of the Building. Tenant acknowledges examining and inspecting the Premises, and all fixtures, equipment and other property appurtenant thereto and agrees to accept all in their "as-is" condition."

4. Base Rent. Commencing on May 1, 2017, the paragraph titled "Base Rent" shall be hereby deleted in its entirety and replaced with the following:

Rent From	Rent To	Original Premises (\$6,461 SF)				Expansion Premises (22,696 SF)				Total (\$9,297 SF) Base Rent Per Month + applicable sales tax
		Annual Base Rent PSF	Base Rent Per Month	Sales Tax Per Month	Total Per Month	Annual Base Rent PSF	Base Rent Per Month	Sales Tax Per Month	Total Per Month	
6/30/2015	10/31/2016	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11/1/2016	4/30/2017	\$5.61	\$11,968.66	\$2,174.81	\$14,243.47	\$0.00	\$0.00	\$0.00	\$0.00	\$12,343.47
5/1/2017	6/30/2017	\$5.61	\$11,968.66	\$2,174.81	\$14,243.47	\$6.37	\$12,675.19	\$832.46	\$13,827.66	\$16,270.92
7/1/2017	8/30/2017	\$5.86	\$12,439.41	\$2,239.76	\$14,710.17	\$6.61	\$12,691.23	\$868.70	\$13,579.94	\$16,689.81
9/1/2017	10/31/2017	\$6.11	\$13,051.29	\$2,309.39	\$15,220.68	\$6.82	\$13,226.43	\$929.33	\$14,155.76	\$17,176.16
11/1/2017	1/31/2018	\$6.37	\$13,705.53	\$2,371.39	\$16,076.92	\$7.21	\$13,780.71	\$964.65	\$14,745.36	\$17,722.28
2/1/2018	3/31/2018	\$6.65	\$14,409.40	\$2,576.24	\$16,985.64	\$7.31	\$14,354.11	\$1,084.70	\$15,358.80	\$18,284.54
4/1/2018	5/31/2018	\$6.93	\$15,146.20	\$2,644.21	\$17,790.41	\$7.92	\$14,944.08	\$1,046.15	\$15,990.23	\$18,924.36
6/1/2018	7/31/2018	\$7.21	\$15,935.28	\$2,785.47	\$18,720.75	\$8.34	\$15,333.84	\$1,088.77	\$16,422.61	\$19,375.26
9/1/2018	10/31/2018	\$7.31	\$16,172.64	\$2,916.04	\$19,088.68	\$8.47	\$16,181.24	\$1,132.69	\$17,313.93	\$19,798.01

The Base Rent and Operating Expenses on the Expansion Premises only shall be abated for the period between May 1, 2017 – May 15, 2017.

Note: The Rent Table set forth above includes estimated Florida sales tax for Base Rent only. Florida sales tax is also applicable to any operating expense reimbursement.

5. Tenant's Share. Commencing on May 1, 2017, the "Tenant's Share" shall be equal to 100%.

6. Tenant's Estimated Monthly Rent Payment. Commencing on May 1, 2017, tenant's monthly estimated rent payment is updated as follows:

(a) Base Rent (Paragraph 4.1)	\$43,243.85
(b) Florida State Sales and Use Tax on Base Rent (Paragraph 4.3)	\$3,027.07
(c) Tenant's Share of Operating Expenses (estimated)	\$19,757.42
(d) Florida State Sales and Use Tax on Operating Expenses	\$1,383.2
Estimated Monthly Payment	\$67,411.36

7. Paragraph 1.13. Commencing on May 1, 2017, Paragraph 1.13 is deleted in its entirety along with any related Exhibits.

8. Premises, Parking and Exterior Areas. Commencing on May 1, 2017, Section 2 of the Lease shall be deleted in its entirety and replaced with the following and all references to "Common Areas" in the lease shall be replaced with the term "Exterior Areas":

"Premises, Parking and Exterior Areas.

2.1 Letting. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises upon all of the terms, covenants and

conditions set forth in this Lease. Any statement of square footage set forth in this Lease or that may have been used in calculating Base Rent and/or Operating Expenses is an approximation which Landlord and Tenant agree is reasonable and the Base Rent and Tenant's Share based thereon is not subject to revision whether or not the actual square footage is more or less.

2.2 Exterior Areas - Definition. "Exterior Areas" are all areas and facilities outside the Building and within the exterior boundary line of the Premises and interior utility raceways within the Premises that are provided and designated by the Landlord from time to time.

2.3 Exterior Areas - Tenant's Rights. Landlord hereby grants to Tenant, for the benefit of Tenant and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the right to use, the Exterior Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Landlord under the terms hereof or under the terms of any reasonable rules and regulations or covenants, conditions and restrictions governing the use of the Premises.

2.4 Exterior Areas - Rules and Regulations. Landlord shall have the right, from time to time, to establish, modify, amend and enforce reasonable Rules and Regulations (Exhibit B) of the Lease, including signage, with respect thereto in accordance with Paragraph 16.19.

2.5 Exterior Area Changes. Landlord shall have the right, in Landlord's sole discretion, from time to time:

(a) To make changes to the Exterior Areas, including, without limitation, changes in the locations, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Exterior Areas for maintenance purposes so long as reasonable access to the Building and parking remains available;

(c) To add additional buildings and improvements to the Exterior Areas;

(d) To use the Exterior Areas while engaged in making additional improvements, repairs or alterations to the Premises, or any portion thereof; and

(e) To do and perform such other acts and make such other changes in, to or with respect to the Exterior Areas and Premises as Landlord may, in the exercise of sound business judgment, deem to be appropriate.

2.6 Parking. Tenant shall have the exclusive use of all the unassigned striped automobile parking spaces located at the Premises.”

9. Security Deposit. Landlord currently holds a Security Deposit of \$91,383.88. Due to the increase in Premises size, concurrently with the execution of this Amendment, Tenant shall deposit an additional \$17,202.00 to bring the total Security Deposit to \$108,585.88.

10. HVAC Accounts Receivable. As of March 20th, 2017, Landlord has spent \$48,088.33 to complete the repair and replacement of the HVAC system serving the Original Premises. Landlord and Tenant agree that with the execution of this Amendment, these costs will be considered Landlord costs.

11. Paragraph 7.1 and 7.2.

(a) Commencing on May 1, 2017, Paragraph 7.1 is revised to include all improvements that make up the Exterior Areas of the Premises, including, but limited to, the pavement, restriping of parking spaces, fences, and landscaping, shall be the responsibility of Tenant, at Tenant's cost.

(b) Commencing on May 1, 2017, Paragraph 7.2 is deleted in its entirety and replaced with the following:

“Subject to the provisions of Paragraph 6 (Use), Paragraph 7.1 (Tenant's Obligations), Paragraph 9 (Damage or Destruction) and Paragraph 14 (Condemnation), Landlord shall maintain on behalf of the Tenant(s) and subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the roof membrane, roof, Building structure and foundation of the Building, except to the extent that any repair was caused by the negligent or intentional acts or omissions of Tenant or its agents and Landlord is unable to collect on any insurance coverage which would reimburse Landlord for such repair, then such repairs and replacements shall be the sole cost of Tenant and shall provide the necessary facilities to provide reasonable quantities of unheated water and all electrical current to the Building (provided that the cost of such water, electricity and other utilities shall be the sole cost of Tenant). “

12. Right of First Offer Terminated. Commencing on May 1, 2017, Paragraph 18 is hereby deleted in its entirety.

13. Premises in "AS-IS" Condition. Tenant hereby accepts the Premises in its "AS-IS" condition as of the date of this Amendment and during the entirety of the Term, it being understood and agreed that Landlord shall have no additional obligation to renovate or remodel the Premises or any portion of the Building or Project as a result of this Amendment. Landlord warrants that mechanical, electrical and plumbing systems in the Expansion Premises are in good working order and will work with Tenant to repair as needed over the first 30 days that Tenant occupies the Expansion Premises, estimated at June 1, 2017.

14. Brokerage. Landlord and Tenant each represent and warrant one to the other that except as may be hereinafter set forth, neither of them has employed any broker in connection

with the negotiations of the terms of this Amendment or the execution hereof. Landlord's broker in connection with this Amendment is Vivo Real Estate Group, Inc. who shall be compensated by Landlord pursuant to a separate written agreement. Landlord and Tenant hereby agree to indemnify and to hold each other harmless against any loss, expense, or liability with respect to any claims for commissions or brokerage fees arising from or out of any breach of the foregoing representation and warranty.

15. No Set-Off. The Lease, as modified by this Amendment, sets forth the entire agreement between Landlord and Tenant concerning the Premises and Tenant's use and occupancy thereof and there are no other agreements between them. Landlord and Tenant each hereby acknowledge and affirm that, as of the date hereof, the Lease is in full force and effect and there are no claims, offsets, or breaches of the Lease, or any action or causes of action by Tenant against Landlord or Landlord against Tenant, respectively, directly or indirectly relating to the Lease.

16. Binding Effect: Choice of Law. This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State of Florida. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises is located.

17. Authority. The parties each represent and warrant to the other that each has full authority to execute this Amendment without the joinder or consent of any other party and that each party has not assigned any of its right, title, and interest in the Lease to any other party.

18. Counterparts. This Amendment may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one instrument. A PDF signature shall be deemed for all purposes to be an original.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the day and year first above written.

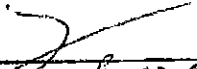
WITNESSES:

LANDLORD:

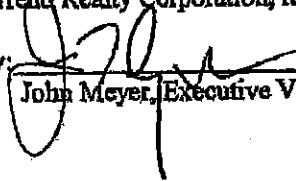
TERRENO NW 81st LLC, a Delaware limited liability company

By: Terreno Realty, LLC, its Manager

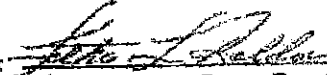
By: Terreno Realty Corporation, its Manager



Print name: Ross C. G. Co.

David Farrell
Print name: David Farrell

By:  5/12/17
John Meyer, Executive Vice President

WITNESSES:


Print name: Letha L. Roldas


Print name: Thome Gomez

TENANT:

MIAMI WAREHOUSE LOGISTICS, LLC, a
Florida limited liability company

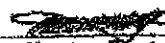
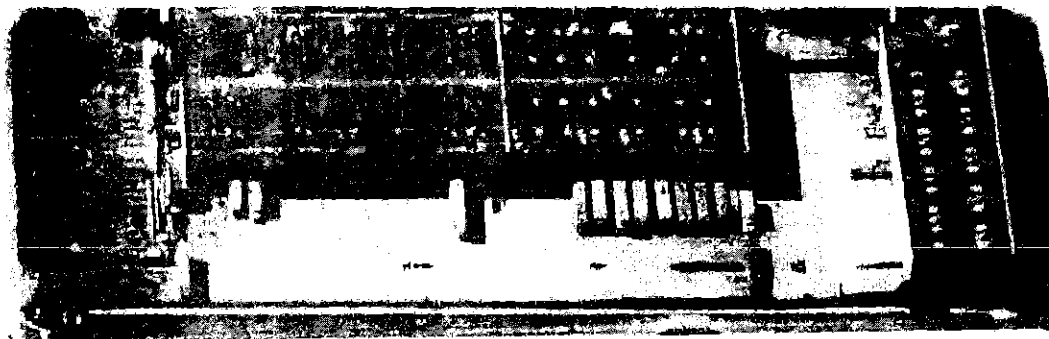
By: 
Name: Alexis Roldas
Title: President

EXHIBIT A



0085074 - vt

**SECOND AMENDMENT AND ASSIGNMENT AND ASSUMPTION OF INDUSTRIAL
MULTI-TENANT LEASE**

THIS SECOND AMENDMENT AND ASSIGNMENT AND ASSUMPTION OF INDUSTRIAL MULTI-TENANT LEASE (this "Amendment") is made and entered into as of the ____ day of _____, 2019 by and between TERRENO NW 81st LLC, a Delaware limited liability company ("Landlord"), and MIAMI WAREHOUSE LOGISTICS, INC. (t/d/b/a MIAMI WAREHOUSE LOGISTICS, LLC), a Florida corporation ("Original Tenant") and MIAMI-DADE COUNTY, a political subdivision of the State of Florida ("New Tenant").

RECITALS

A. Landlord and Original Tenant entered into that certain Industrial Multi-Tenant Lease dated April 25, 2016 (the "Original Lease") as amended by the Amendment to Industrial Multi-Tenant Lease dated May 12, 2017 ("First Amendment", and with the Original Lease, collectively, the "Lease"), whereby Landlord currently leases to Original Tenant, and Original Tenant leases from Landlord, that certain warehouse premises located at 7999 NW 81st Place, Medley, Florida 33166 and 8105 NW 77th Street, Medley, Florida 33166 consisting of two (2) industrial buildings, parking lots, and other improvements, consisting of approximately 89,397 square feet of industrial rental space in the two (2) buildings (the "Original Premises") as more particularly set forth in the First Amendment; and

B. Landlord, Original Tenant and New Tenant desire to amend and modify the Lease to, among other things, reduce the size of the Original Premises to 66,461 square feet of industrial space as originally set forth in the Original Lease ("Premises"), revise the Tenant's Share, amend the existing Lease so that many of the provisions revert back to the Original Lease and assign the Lease to the New Tenant, with certain exceptions, including, but not limited to, waving any requirement for the New Tenant to pay any type of Security Deposit and/or any type of insurance through an insurance underwriter, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein as if set forth in full.

2. Effective Date; Term. The "Effective Date" of this Amendment shall be the date that this Amendment is approved by the Miami-Dade County Board of County Commissioners, and after the expiration of the Miami-Dade County Mayor's ten (10) day veto period. Should the Miami-Dade County Mayor veto the approval of this Amendment, then this Amendment shall only become effective upon 2/3 vote and approval of the Miami-Dade County Board of County Commissioners. Upon this Amendment being approved as set forth in Paragraph 18 below, the "Term" under the Lease for New Tenant shall be from the Effective Date until October 31, 2023 (hereinafter the "Expiration Date").

3. General Provisions. All defined terms in this Amendment shall have the same meaning as in the Lease, except if otherwise noted. Except as amended and modified by this Amendment, all of the terms, covenants, conditions, and agreements of the Lease shall remain in full force and effect during the remainder of the Term. In the event of any conflict between the provisions of the Lease and the provisions of this Amendment, this Amendment shall control.

4. Premises. Commencing on the Effective Date (as defined below), Paragraph 1.2 of the Lease is hereby deleted in its entirety and replaced with the following:

“Approximately 66,461 square feet of industrial space outlined on **Exhibit A-1** attached hereto (“Premises”) located in the building at 8105 NW 77th Street, Medley, Florida 33166 (“Building”) located within certain industrial center, consisting of two (2) buildings (“Industrial Center”). The Industrial Center contains approximately 89,397 square feet of industrial rental space in total between the Building and the other building. Tenant shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.2 below), but shall not have any rights to the roof, exterior walls or utility raceways, unless approved by Landlord, of the Building. Tenant acknowledges examining and inspecting the Premises, and all fixtures, equipment and other property appurtenant thereto and agrees to accept all in their "as-is" condition provided that Landlord shall, at Landlords expense, deliver the Premises with all existing electrical, mechanical, plumbing and HVAC components in good working order.”

Exhibit A-1 of the Lease shall be replaced with Exhibit A attached hereto.

5. Base Rent. Commencing on the Effective Date, Paragraph 4 of the First Amendment is hereby deleted and has no further force or effect and Paragraph 1.4 of the Lease shall be reinstated with the language from the Original Lease. For the sake of clarity, Paragraph 1.4 of the Lease shall read as follows:

“BASE RENT: During the Term, Tenant shall pay Base Rent, plus applicable sales tax, as follows:

<u>Rent From</u>	<u>Rent To</u>	<u>Annual PSF</u>	<u>Base Rent Amount Per Month + applicable sales tax</u>
Effective Date	June 30, 2020	\$6.37	\$35,305.53+(\$2,471.39 Sales Tax)= \$37,776.92
July 1, 2020	June 30, 2021	\$6.65	\$36,803.40+(\$2,576.24 Sales Tax)= \$39,279.64
July 1, 2021	June 30, 2022	\$6.92	\$38,346.20+(\$2,684.23 Sales Tax)= \$41,030.43
July 1, 2022	June 30, 2023	\$7.21	\$39,935.28+(\$2,795.47 Sales Tax)= \$42,730.75
July 1, 2023	October 31, 2023	\$7.51	\$41,572.04+(\$2,910.04 Sales Tax)= \$44,482.08

Note: The Rent Table set forth above includes estimated Florida sales tax for Base Rent only. Florida sales tax is also applicable to any operating expense reimbursement.”

Notwithstanding the foregoing, the New Tenant's obligation to pay sales and use tax, pursuant to the Original Lease, including but not limited to Paragraphs 1.6(b) and 4.3 are hereby waived, provided that New Tenant provides the appropriate Consumer's Certificate of Exemption (Form DR-14), or its equivalent, prior to the Effective Date, reflecting that the New Tenant is exempt from sales and/or use tax, and New Tenant maintains such tax exempt status throughout the Term of the Lease, no sales tax shall be due.

6. Late Payment of Rent. Landlord and New Tenant hereby acknowledge and agree that the New Tenant shall be permitted to annually process and pay the Rent for the month of October late, up to a period of thirty (30) days, without any penalty, due to the fact that the New Tenant's fiscal year closes on September 30th, and certain accounting procedures must be followed in advance of processing such rental payment for the month October.

7. Tenant's Share. Commencing on the Effective Date, the "Tenant's Share" shall be 74.34%. Correspondingly, Paragraph 1.5 of the Original Lease is amended.

8. Definition of Tenant. Commencing on the Effective Date, the term "Tenant" in the Lease shall mean the New Tenant.

9. Parking. Commencing on the Effective Date, New Tenant shall have the exclusive right to use all striped automobile parking spaces located at the southern border of the Premises along NW 77th Street along with any and all parking in the existing fenced truck court (loading dock area, along the fence line). New Tenant shall have a non-exclusive right of access through the northern entrance to the Industrial Center. New Tenant shall not impede or close access to any other tenants in the Industrial Center through the fenced truck court from the southern entrance to the Industrial Center from NW 77th Street to such other tenants' premises within the Industrial Center.

10. Premises, Parking and Exterior Areas. Commencing on the Effective Date, Paragraph 8 of the First Amendment is hereby deleted and has no further force or effect and Paragraph 2 of the Lease shall be reinstated with the language from the Original Lease. For the sake of clarity, Paragraph 2 of the Lease shall read as follows:

"2. Premises, Parking and Common Areas.

2.1 Letting. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises upon all of the terms, covenants and conditions set forth in this Lease. Any statement of square footage set forth in this Lease or that may have been used in calculating Base Rent and/or Operating Expenses is an approximation which Landlord and Tenant agree is reasonable and the Base Rent and Tenant's Share based thereon is not subject to revision whether or not the actual square footage is more or less.

2.2 Common Areas - Definition. "Common Areas" are all areas and facilities outside the Premises and within the exterior boundary line of the Industrial Center and interior utility raceways within the Premises that are provided and designated by the Landlord from time to time for the general

non-exclusive use of Landlord, Tenant and other tenants of the Industrial Center and their respective employees, suppliers, shippers, tenants, contractors and invitees.

2.3 Common Areas - Tenant's Rights. Landlord hereby grants to Tenant, for the benefit of Tenant and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Landlord under the terms hereof or under the terms of any rules and regulations or covenants, conditions and restrictions governing the use of the Industrial Center.

2.4 Common Areas - Rules and Regulations. Landlord shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable Rules and Regulations (**Exhibit B**), including signage, with respect thereto in accordance with Paragraph 16.19.

2.5 Common Area Changes. Landlord shall have the right, in Landlord's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the locations, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To add additional buildings and improvements to the Common Areas;

(d) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Industrial Center, or any portion thereof; and

(e) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Industrial Center as Landlord may, in the exercise of sound business judgment, deem to be appropriate.”

11. Security Deposit. New Tenant shall not be required to provide a security deposit and as such, commencing on the Effective Date, Paragraphs 1.7 and 5 of the Original Lease shall be deleted in their entirety. Landlord is currently holding \$ 108,666.88 as the security deposit for Original Tenant and a portion of such funds (\$27,879.69) shall continue to be held by

Landlord as "Security Deposit" under the 7999 Lease (as defined below), with the remainder to be returned to Original Tenant. The parties further acknowledge and agree that at no time following the Effective Date shall the New Tenant be required to provide any type of security deposit to either the Landlord of the Original Tenant.

12. Paragraphs 7.1 and 7.2 of the Lease. Commencing on the Effective Date, Paragraph 10 of the First Amendment is hereby deleted and has no further force or effect and Paragraphs 7.1 and 7.2 of the Lease shall be reinstated with the language from the Original Lease. For the sake of clarity, Paragraphs 7.1 and 7.2 of the Lease shall read as follows:

"7.1 Tenant's Obligations. Subject to the provisions of Paragraph 7.2 (Landlord's Obligations), Paragraph 9 (Damage or Destruction) and Paragraph 14 (Condemnation), Tenant shall, at Tenant's sole cost and expense and at all times, keep the Premises and every part thereof in good order, condition and repair (whether or not such portion of the Premises requiring repair, or the means of repairing the same, are reasonable or readily accessible to Tenant and whether or not the need for such repairs occurs as a result of Tenant's use, any prior use, the elements or the age of such portion of the Premises) including, without limiting the generality of the foregoing, all equipment or facilities specifically serving the Premises, such as plumbing, heating, HVAC, ventilating and air conditioning systems, ventilating, electrical, lighting facilities, boilers, Tenant's Work fired or unfired pressure vessels, fire protection/life safety systems and fire hose connectors if within the Premises, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights, but excluding any items which are the responsibility of Landlord pursuant to Paragraph 7.2 below. Tenant's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Without limiting the generality of this Paragraph 7.1, Tenant is responsible for all janitorial, security and trash removal services for the Premises and the maintenance, as well as all electricity charges for the use of Tenant's Work and repair and maintenance of the HVAC system of the Building (which shall include, without limitation, a preventive maintenance HVAC service contract, which service contract shall be entered into between Tenant and one of Landlord's approved HVAC contractors). Such service contract shall include, without limitation, preventive HVAC maintenance no less than quarterly). In addition, Landlord shall provide Tenant with access to any areas for which Tenant is required to make repairs hereunder. Notwithstanding anything to the contrary contained in the foregoing, Landlord shall be responsible for landscaping on the Common Areas and maintenance, repair and replacement of the roof (unless in the case of the roof damage was caused by the Tenant, in which case Tenant shall be responsible for such repair and/or replacement), replacement of HVAC system and the Building structure pursuant to Paragraph 7.2 below and subject to reimbursement under Paragraph 4.2 above.

7.2 Landlord's Obligations. Subject to the provisions of Paragraph 6 (Use), Paragraph 7.1 (Tenant's Obligations), Paragraph 9 (Damage or Destruction), and

Paragraph 14 (Condemnation), Landlord, at its expense and not subject to the reimbursement requirements of Paragraph 4.2, shall keep in good order, condition, and repair the foundations and exterior walls of the Building and utility systems within the Industrial Center (which are not located within the Building or other building), except to the extent that any repair was caused by the negligent or intentional acts or omissions of Tenant or its agents and Landlord is unable to collect on any insurance coverage which would reimburse Landlord for such repair. Landlord, subject to reimbursement under Paragraph 4.2, shall keep in good order, condition, and repair the Building structure, Building roof membrane and Common Areas and shall replace HVAC system servicing the Premises provided that Tenant has maintained the required HVAC service contract and HVAC replacement is not caused by the Tenant, in which case Tenant shall be responsible for such replacement."

13. Premises in "AS-IS" Condition. New Tenant hereby accepts the Premises in its "AS-IS" condition as of the date of this Amendment and during the entirety of the Term, it being understood and agreed that Landlord shall have no additional obligation to renovate or remodel the Premises or any portion of the Building or Industrial Center as a result of this Amendment.

14. Brokerage. Landlord, Original Tenant and New Tenant hereby represent and agree that Paragraph 1.12 of the Original Lease shall be deleted, and each party represents and warrants one to the other that except as may be hereinafter set forth, neither of them has employed any broker in connection with the negotiations of the terms of this Amendment or the execution hereof. Landlord, Original Tenant and New Tenant hereby agree to indemnify and to hold each other harmless against any loss, expense, or liability with respect to any claims for commissions or brokerage fees arising from or out of any breach of the foregoing representation and warranty.

15. Assignment/Assumption of Lease.

(a) Original Tenant grants, assigns, transfers, releases, sets over, conveys and delivers to Tenant all of Original Tenant's right, title and interest as tenant under the Lease, as amended hereby, with respect to the period from and after the Effective Date, and such assignment is consented to by Landlord.

(b) Original Tenant agrees to defend, indemnify and hold New Tenant harmless from and against any and all causes, claims, demands, losses, liabilities, costs, damages, expenses and fees, including, but not limited to, reasonable attorneys' fees, incurred as a result of Original Tenant's failure to perform all of the terms, covenants, obligations and conditions required to be performed by tenant under the Lease for the period prior to the Effective Date.

(c) New Tenant assumes the performance of all of the terms, covenants, obligations and conditions required to be performed by Original Tenant under the Lease for the period from and after the Effective Date.

(d) Upon the earlier of the (i) Effective Date or (ii) the date New Tenant takes possession of the Premises, New Tenant shall deliver an executed Tenant Acceptance Letter to Landlord in the form attached as Exhibit B.

16. Option to Renew. Landlord agrees and acknowledges that after the Effective Date, New Tenant shall retain the rights to renew the Lease pursuant to the Section 17 of the Lease.

17. New Tenant Insurance. Following the effective Date, subsections 8.2(a) (iv) and (v) shall be deleted and the following shall be added to the end of Section 8.2 of the Lease:

“So long as Tenant is not in default under this Lease, Tenant shall be required to self-insure its obligations under Subparagraph 8.2 above, provided such coverage meets the guidelines and conditions of this Paragraph 8.2. In such event, Tenant shall provide Landlord with evidence reasonably acceptable to Landlord, of the establishment of such program, at the beginning of each calendar year hereunder. The right of self-insurance is personal to Tenant, and is not transferable to any assignee or subtenant.”

18. Conditional Effectiveness. This Amendment shall be deemed effective and in full force after its approval by the Miami-Dade County Board of County Commissioners, and the expiration of the Miami-Dade County Mayor's ten (10) day veto period, provided that the following has occurred: (i) Original Tenant has surrendered the Premises to Landlord in a state of good condition and repair, and broom clean, along with all move out standards set forth in the Lease; and (ii) Original Tenant has executed that certain Industrial Multi-Tenant Lease (“7999 Lease”) to lease approximately 22,936 square feet of the Original Premises in the building located at 7999 N.W. 81 Place, Medley, Florida, on or before the Effective Date of this Amendment. Notwithstanding the foregoing, Original Tenant agrees and acknowledges that it shall be responsible for all Rent under the Lease up to the date of the Effective Date, and the New Tenant acknowledges and agrees that it shall be responsible for all Rent due and obligations under the Lease commencing on the Effective Date of this Amendment. Notwithstanding the foregoing, the parties hereby acknowledge and agree that should the Miami-Dade County Board of County Commissioners fail to approve this Amendment by January 17, 2020, then this Amendment shall automatically become void, and no party shall have any obligation to any other party regarding this Amendment. Original Tenant acknowledges and agrees that in the event that this Amendment shall not be approved by the Miami-Dade County Board of County Commissioners by January 17, 2020, this Amendment shall be null and void and Original Tenant shall remain the tenant, subject to all obligations and responsibilities, under the Lease, with the Lease remaining in full force and effect.

19. Personal Property Purchase. Original Tenant and the New Tenant agree that New Tenant shall purchase those certain improvements made by the Original Tenant to the Premises, including, but not limited to shelving and racks, along with the cost for certain equipment, which is needed to operate within the Premises (the inventory of such improvements and attachments is attached to this Amendment as an Addendum) for the purchase price One Hundred Fourteen Thousand Seven Hundred Twenty-five Dollars (\$114,725.00). The foregoing amount represents a one (1) time lump sum payment to the Original Tenant, which amount shall be paid by the New

Tenant to the Original Tenant within sixty (60) days from the Effective Date, and once paid, such items shall automatically become the personal property of the New Tenant (the New Tenant shall remove such personal property upon the expiration or early termination of the Term).

20. No Set-Off. The Lease, as modified by this Amendment, sets forth the entire agreement between Landlord and New Tenant concerning the Premises and New Tenant's use and occupancy thereof and there are no other agreements between them.

21. Release. Notwithstanding anything to the contrary contained within the Lease, from and after the Effective Date, Landlord and Original Tenant hereby fully and finally releases, acquits and forever discharges each other, and each of their respective agents, servants, employees, directors, officers, members, managers, owners, stockholders, representatives, attorneys, and insurers from and against any and all claims, demands, liability, express or equitable indemnity, losses, damages, causes of action, attorneys' fees, experts' fees, repair costs, investigative costs, future professional fees, consultative expenses, additional insured rights, expenses, costs and rents of every kind and nature whatsoever based upon or arising under or pursuant to the Lease or the Premises before, on or after the Effective Date; provided, however, (i) any obligations of Original Tenant or Landlord which are specifically stated in the Lease or herein to survive its termination shall survive, and (ii) Original Tenant shall remain liable to Landlord for (a) any damage to the Premises in connection with its surrender of the Premises, and (b) Original Tenant's failure to timely surrender the Premises to Landlord in the condition required under this Amendment and the Lease. Such mutual waiver, release, remise and discharge shall take place automatically on the Effective Date without the necessity for any further action by Landlord or Original Tenant.

22. Environmental Condition. Landlord and New Tenant hereto agree that the New Tenant shall complete (fill out) the Environmental and Use Questionnaire, for Tenant Move-in and Lease Renewal, which questionnaire is attached as **Exhibit C** in the Original Lease, and an original of such shall be provided by the New Tenant to the Landlord.

23. Nondiscrimination. Landlord and New Tenant hereto agree to comply with all of the Nondiscrimination Requirements set forth in Exhibit C of this Amendment, unless such requirement are in conflict with any municipal, county, state and/or federal law, rule, policy, or regulation.

24. Notices to New Tenant. The address of New Tenant for notice purposes under the Lease shall be the following:

To: Miami-Dade Fire Rescue
9300 N.W. 41 Street
Doral, Florida 33178
Attention: Mr. Carlos Heredia

with a copy to: Internal Services Department
111 N.W. First Street, Suite 2460
Miami, Florida 33128
Attention: Director

with a copy to: County Attorney's Office
111 N.W. First Street, 28th Floor
Miami, Florida 33128
Attention: County Attorney

25. Binding Effect; Choice of Law. This Amendment shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State of Florida. Any litigation between the parties hereto concerning this Amendment shall be initiated in Miami-Dade, Florida.

26. Other Documents; Cooperation of Parties. Each party agrees to sign any other and further documents as may be reasonably necessary or proper in order to accomplish the intent of this Amendment.

27. Authority. The parties each represent and warrant to the other that each has full authority to execute this Amendment without the joinder or consent of any other party and that each party has not assigned any of its right, title, and interest in the Lease to any other party.

28. Counterparts. This Amendment may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one instrument. A PDF signature shall be deemed for all purposes to be an original.

29. Severability. If any provisions of this Amendment or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Amendment, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.

30. Exhibits and Addendum. Each Exhibit and/or Addendum referred to in this Amendment is incorporated herein by reference. The Exhibits and Addendums, even if not physically attached, shall still be treated as if they were part of this Amendment.

31. Sovereign Immunity. Each of the parties hereby acknowledge and agree that notwithstanding any other provision and/or condition of this Amendment, the New Tenant retains all of its sovereign prerogatives and rights as a county under Florida laws, and shall in no way be estopped from invoking its right to sovereign immunity in any matter, subject to this Amendment, including, but not limited to, the New Tenant's responsibilities under Paragraphs 6.2(c) and/or 8.5 of the Original Lease, as well as any other instance in which the New Tenant has agreed to indemnify the Landlord and/or the Original Tenant.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Landlord, Original Tenant and New Tenant have all executed this Amendment by their duly authorized representatives as of the day and year first above written.

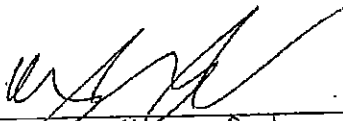
WITNESSES:

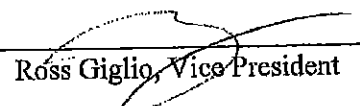
LANDLORD:

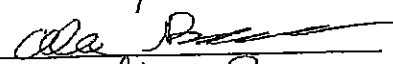
TERRENO NW 81st LLC, a Delaware limited liability company

By: Terreno Realty, LLC, its Member

By: Terreno Realty Corporation, its Member


Print name: Hayes Graham 12/11/19

By:  12/11/19
Ross Giglio, Vice President


Print name: Alex Brenner 12/11/19

WITNESSES:

ORIGINAL TENANT:

MIAMI WAREHOUSE LOGISTICS, INC. (t/d/b/a
MIAMI WAREHOUSE LOGISTICS, LLC), a
Florida corporation

Leah J. Galbraith
Print name: LEAH ROSS

Winnie
Print name: WINNIE (GRIFFIN)

By: ~~XXXXXXXXXX~~
Name: Allen B. Bales
Title: President

WITNESSES:

NEW TENANT:

MIAMI-DADE COUNTY, a political subdivision
of the State of Florida

Print name: _____

By: _____

Name: _____

Title: _____

Print name: _____

Attest: _____
_____, Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Name:
Title:

EXHIBIT A

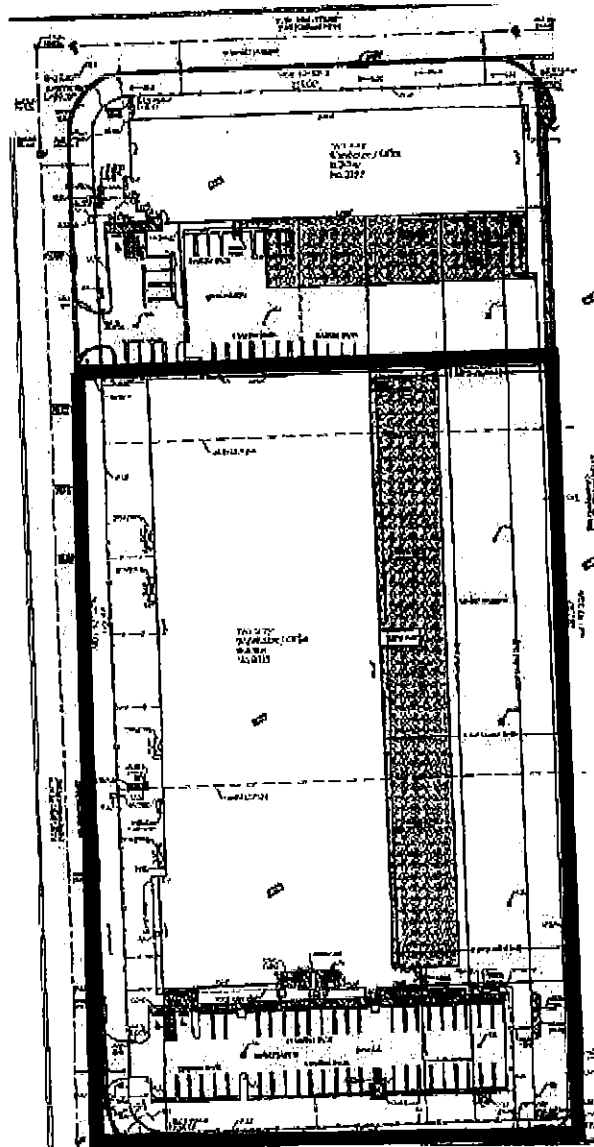


EXHIBIT B

TENANT ACCEPTANCE LETTER

This acceptance letter is hereby attached to and made part of the Industrial Multi-Tenant Lease dated April 25, 2016 as amended by the Amendment to Industrial Multi-Tenant Lease dated May 12, 2017 and as further amended and assigned to MIAMI-DADE COUNTY, a political subdivision of the State of Florida as Tenant pursuant to the Second Amendment to Industrial Multi-Tenant Lease dated _____, 2019 (collectively, the "Lease").

The undersigned, as Tenant, hereby confirms the following:

1. Tenant has accepted possession of the Premises on _____, 20____ and is currently able to occupy the same.
2. The term "Commencement Date" and the obligation to commence the payment of Rent commenced or will commence on _____.
3. As of the date hereof, TERRENO NW 81st LLC, a Delaware limited liability company, the Landlord, has fulfilled all of its obligations under the Lease.
4. The Lease is in full force and effect and has not been modified, altered, or amended, except pursuant to any instruments described above, if any.
5. There are no offsets or credits against Base Rent or Additional Rent, nor has any Base Rent or Additional Rent been prepaid except as provided pursuant to the terms of the Lease.

TENANT:

MIAMI-DADE COUNTY, a political
subdivision of the State of Florida

By: _____

Name:

Title:

EXHIBIT C
NONDISCRIMINATION REQUIREMENTS

A). Compliance with Nondiscrimination Requirements: During the performance of the Lease, the Landlord, for itself its assignees, and successors in interest (hereinafter referred to as the "Lessor") agrees as follows:

1. Compliance with Regulations: The Lessor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Lease.
2. Non-discrimination: The Lessor, with regard to the work performed by it during the Term of the Lease, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sublessors, including procurements of materials and leases of equipment. The Lessor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding, or negotiation made by the Lessor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential sublessor or supplier will be notified by the Lessor of the Lessor's obligations under this Lease and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The Lessor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of Lessor is in the exclusive possession of another who fails or refuses to furnish the information, the Lessor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a Lessor's noncompliance with the Nondiscrimination provisions of this Lease, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Lessor under the contract until the Lessor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Lessor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, Required Contract Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Lessor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessor becomes involved in, or is threatened with litigation by a sublessor, or supplier because of such direction, the Lessor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Lessor may request the United States to enter into the litigation to protect the interests of the United States.
7. During the performance of the Lease, the Lessor for itself, its assignees, and successors in interest(hereafter referred to as the "Lessor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and Lessors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123 (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

B). All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Lessor/consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Lessor/consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

C). All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Lessor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Lessor retains full responsibility to monitor its compliance and their sublessor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Lessor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

ADDENDUM

List of Personal Property

560 uprights

3278 beams

3278 railings

1 Landoll Bendi Forklift

14 Desk furniture