

MEMORANDUM

Agenda Item No. 14(A)(21)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: July 20, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the terms of and authorizing execution by the County Mayor of an office lease between Miami-Dade County and AMB HTD-Beacon Centre, LLC., for the office space located at 8343-8345 NW 12 Street, Building 27, Doral, Florida, to be utilized by Miami-Dade County as a District Office, for County Commission District 12, with a total fiscal impact to the County estimated to be \$280,965.05, for a four-year term; authorizing the County Mayor to exercise any and all other rights conferred therein and to take all actions necessary to effectuate same

Resolution No. R-776-21

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Chairman Jose "Pepe" Diaz.



Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: July 20, 2021

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

Subject: Lease Agreement between Miami-Dade County and AMB HTD-Beacon Centre, LLC, for
Property Located at 8343-8345 NW 12 Street, Building 27, Doral, Florida
Lease No.: 35-3034-009-0010-L03

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize execution of the Lease Agreement (Lease) between Miami-Dade County (County) and AMB HTD-Beacon Centre, LLC (Landlord), a Florida limited liability company, for the use of property located at 8343-8345 NW 12 Street, Building 27, Doral, Florida.

- The County has been leasing this space since July 7, 2011, for the purposes of serving as an administrative office for the District 12 Commissioner; and
- The County is currently occupying the space on a month-to-month basis under the holdover provision, since the Lease expired on July 6, 2019.

More specifically, the resolution does the following:

- Authorizes the lease of approximately 2,561 square feet of air-conditioned office space, together with parking in common with other tenants; and
- Authorizes a lease term of four years, however, there is a cancellation provision which allows the County to terminate this Lease at any time by providing the Landlord with at least 90 days written notice.

The Lease becomes effective on the first day of the next month following the effective date of the resolution approving the Lease.

Scope

The property is in Commission District 12, which is represented by Chairman Jose "Pepe" Diaz. Written notice of the Lease was provided to the Chairman.

Fiscal Impact/Funding Source

The fiscal impact to the County for the initial year of the lease term is estimated to be \$67,634.80, which is comprised of base rent in the amount of \$31,218.60 (approximately \$12.19 per square foot), operating expenses in the amount of \$17,363.64 (approximately \$6.78 per square foot), lease management fees of \$1,560.93 (five percent of base rent) which shall be paid to the Internal Services Department (ISD) for administration of the Lease, janitorial services in the amount of approximately \$5,122.00, real estate taxes of approximately \$7,247.63 (\$2.83 per square foot), and electrical expenses of approximately \$5,122.00. The above quoted prices per square foot together total an annual amount of approximately \$21.80.

The annual base rent will increase by three percent per year and the operating expenses will increase by two and four tenths percent annually. The total fiscal impact for the four year term of the Lease is

estimated to be \$280,965.05 (including base rent, operating expenses, ISD management fees, electricity, real estate taxes and janitorial expenses). The funding source is the General Fund.

The Tenant currently pays \$19.42 per square foot annually.

The Internal Services Department has conducted an in-house survey of the comparable rental values in the area of the property to determine the subject property's market rental value. The findings are provided below.

7975 NW 12 Street, Doral, Florida – \$40 per square foot on an annual basis. Tenant is responsible for all operating costs and expenses.

8725 NW 18 Terrace, Doral, Florida – \$28.95 per square foot on an annual basis. Tenant is responsible for some of the operating costs and expenses.

2400-2420 NW 87 Place, Doral, Florida – \$29.32 per square foot on an annual basis. Tenant is responsible for some of the operating costs and expenses.

Track Record/County Monitor

The County has no record of negative performance issues with the Landlord. Juliette Robinson Trottman, of the Internal Services Department, is the Lease Monitor.

The Landlord's principal representative is Jason Tenenbaum, Vice-President, AMB HTD – Beacon Centre, LLC. AMB-HTD-Beacon Centre, LLC is an entity that is affiliated with Prologis, L.P. The principals of Prologis, L.P. are John B. Aviles, Vice President; Eugene F. Reilly, Chief Executive Officer; Larry H. Harmsden, Chief Operating Officer; Thomas S. Olinger, Chief Financial Officer; Gary E. Anderson, Chief Executive Officer; Micheal S. Curliss, Chief Investment Officer; Michael T. Blair, Managing Director; Scott Gregory, Senior Vice President; Denver Glazier, Senior Vice President; Jason Tenenbaum, Vice President; Marilyn Cartwright, Assistant Secretary; and Jessica L. Polgar, Assistant Secretary.

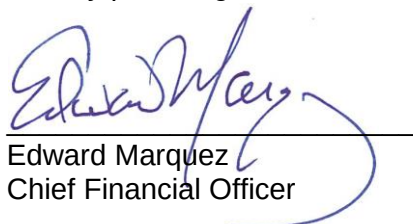
Delegated Authority

This item authorizes the County Mayor or the County Mayor's designee to execute the Lease, and to exercise all other rights conferred therein.

Background

On July 7, 2011, pursuant to Resolution No. R-526-11, the prior Lease Agreement for the administrative office space for the District 12 Commissioner was approved by the Board. The Lease Agreement expired on July 6, 2019, but contains a holdover provision which allows the County to continue occupying the space on a month-to-month basis, until the proposed Lease is approved. The office space will continue to be utilized as the District 12 office for Chairman Jose "Pepe" Diaz, to serve the constituents within the District and the surrounding communities. The approval of a new Lease has been delayed because of prolonged negotiations between the County and the Landlord, including, a modification to the indemnification language, the lack of an option to renew the Lease, insurance clauses and the indoor air quality provision.

The Landlord has agreed to undertake certain renovations in the space at no cost to the County, including the replacement of all flooring throughout the space. All renovations and repairs are to be completed within 30 days after the commencement date of the Lease. The County may terminate the Lease at any time by providing the Landlord with at least ninety 90 days' advanced written notice.



Edward Marquez
Chief Financial Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: July 20, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 14(A)(21)

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)(21)
7-20-21

RESOLUTION NO. R-776-21

RESOLUTION APPROVING THE TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE OF AN OFFICE LEASE BETWEEN MIAMI-DADE COUNTY AND AMB HTD-BEACON CENTRE, LLC., FOR THE OFFICE SPACE LOCATED AT 8343-8345 NW 12 STREET, BUILDING 27, DORAL, FLORIDA, TO BE UTILIZED BY MIAMI-DADE COUNTY AS A DISTRICT OFFICE, FOR COUNTY COMMISSION DISTRICT 12, WITH A TOTAL FISCAL IMPACT TO THE COUNTY ESTIMATED TO BE \$280,965.05, FOR A FOUR-YEAR TERM; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

WHEREAS, AMB HTD-Beacon Centre, LLC (Landlord) owns certain property located at 8343-8345 NW 12 Street, Building 27, Doral, Florida (Office Space); and

WHEREAS, the Office Space is located within Commission District 12, and has served as the district office for Commission District 12 since 2011, pursuant to the prior approval of the Board of County Commissioners, through Resolution No. R-526-11; and

WHEREAS, Miami-Dade County (County) desires to continue leasing the Office Space consisting of approximately 2,561 square feet, which will continue to be utilized by the County as the District Office for Commission District 12; and

WHEREAS, the County's Internal Services Department and the Landlord have negotiated the terms and conditions for the Office Lease (Lease) attached hereto as Exhibit A, including a lease term of four years, as further described in the accompanying memorandum; and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

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

Section 1. The foregoing recitals are incorporated into this resolution and are approved.

Section 2. This Board hereby approves the Lease between the County, as the Tenant, and AMB HTD-Beacon Centre, LLC, as the Landlord, for the Office Space, located at 8343-8345 NW 12 Street, Building 27, Doral, Florida, to be utilized by the County as the District Office for Commission District 12, in substantially the form attached hereto and incorporated herein, with a total cost to the County estimated to be \$280,965.05, for the four-year term of the Lease, to be funded from the General Fund, cancellable at any time, by the County, upon ninety (90) days' advanced written notice to the Landlord.

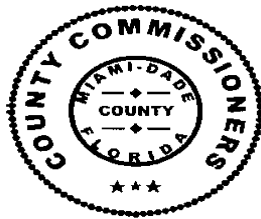
Section 3. This Board authorizes the County Mayor, or the County Mayor's designee, to execute the Lease, to exercise any and all rights conferred therein, and to take all actions necessary to effectuate the same.

The foregoing resolution was offered by Commissioner **Sally A. Heyman** , who moved its adoption. The motion was seconded by Commissioner **Kionne L. McGhee** and upon being put to a vote, the vote was as follows:

Jose "Pepe" Diaz, Chairman	aye		
Oliver G. Gilbert, III, Vice-Chairman	aye		
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 20th day of July, 2021. 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: Melissa Adames
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Lauren E. Morse

Exhibit A

OFFICE LEASE

by and between

AMB HTD – Beacon Centre, LLC
a Florida limited liability company
("Landlord")

And

Miami-Dade County
a political subdivision of the State of Florida
("Tenant")

For the benefit of: Miami-Dade County District
Commissioner's Office

Dated as of

_____, 2021

Lease No.: 35-3034-009-0010-L03

OFFICE LEASE

This Office Lease (“Lease”) dated the _____ day of _____, 2021, is made by and between AMB HTD – Beacon Centre, LLC, a Florida limited liability company (“Landlord”), whose principal place of business is located at 1800 Wazee Street, Suite 500, Denver, Colorado 80202, and Miami-Dade County, a political subdivision of the State of Florida, whose principal place of business is located at 111 N.W. First Street, Miami, Florida 33128 (“Tenant”).

LEASE OF PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, subject to all of the terms and conditions set forth herein, that certain property (“Premises”), which is further described below in *Item 4* of the Basic Lease Provisions, and as shown on the illustration attached hereto as (“Exhibit A”). The Premises is located in the Building described below in *Item 2* of the Basic Lease Provisions. The Building is located on that certain land (the “Land”), which is more particularly described below in *Item 3* of the Basic Lease Provisions, which is also improved with landscaping, parking facilities and other improvements, fixtures, common areas, and appurtenances now or hereafter placed, constructed, or erected on the Land.

BASIC LEASE PROVISIONS

1. **Tenant:** Miami-Dade County, a political subdivision of the State of Florida
2. **Building:** Prologis Beacon Center 27 comprised of a total of 88,929 square feet of rentable office space.
3. **Land (including Folio No.):** 35-3034-009-0010, approximately 282,704 square feet or approximately 6.49 acres
4. **Premises:** 8343-8345 N.W. 12th Street, Building 27, Doral, Florida 33126
5. **Size of Premises:** 2,561 square feet
6. **Term:** The Term of this Lease (the “Term”) is for four years (4), commencing on the Commencement Date and expiring four (4) years thereafter.
7. **Renewal Option:** None.
8. **Base Rent:** \$12.19 per square foot during the first year of the Term.
9. **Rental Increases:** The initial Base Rent shall increase by three (3%) percent annually on the anniversary of the Commencement Date each year thereafter.

Base Rent:

8343-8345 NW 12 Street, Doral. Building 27			
<u>Period</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>	<u>Square Foot Cost</u>
Year 1	\$2,601.55	\$31,218.60	\$12.19
Year 2	\$2,680.51	\$32,166.12	\$12.56
Year 3	\$2,761.61	\$33,139.32	\$12.94
Year 4	\$2,844.84	\$34,138.08	\$13.33
Total Rent for Term:		\$130,662.12	

10. Additional Rent:

a) Operating Expenses: Tenant shall pay a fixed monthly amount of \$6.78 per square foot during the first year of the Term, which, when calculated, equals \$17,363.64. The fixed Operating Expenses shall increase by two and four tenths (2.4%) percent annually thereafter (the "Annual Fixed Operating Expense Increase").

Period	Monthly Operating Expenses	Annual Operating Expenses	Per Square Foot Operating Expenses
Year 1	\$1,446.97	\$17,363.64	\$6.78
Year 2	\$1,481.11	\$17,773.32	\$6.94
Year 3	\$1,517.39	\$18,208.68	\$7.11
Year 4	\$1,553.67	\$18,644.04	\$7.28
Total Operating Expense for Term:		\$71,989.68	

b) Real Estate Taxes: Tenant shall pay its proportionate share of real estate taxes which shall be \$2.83 per square foot during the first year of the Term, which, when calculated, equals \$7,247.63, and thereafter, will be based on the current year's assessments (and any applicable discounts).

11. Service and Utilities:

(a) Water: Landlord during the Term hereof shall pay all charges for water used by Tenant.

- (b) Electrical: Tenant shall, during the Term, and any extension thereof, pay all charges for electricity used by Tenant.
- (c) Janitorial: Landlord, at its sole cost and expense shall perform or cause to be performed in the Premises, on a daily basis during the Term and any extension thereof, (except for Saturday, Sundays and holidays) after 5 p.m., the custodial and janitorial services with respect to the Premises pursuant to the terms outlined in “Exhibit B”.
- (d) Waste Disposal: Landlord during the Term hereof shall pay all charges for waste disposal used by Tenant.
12. **Cost for Improvements:** At Landlord’s sole cost and expense, in accordance with Section 8 (d) of the Standard Lease Provisions of this Lease.
13. **Security Deposit:** None.
14. **Commencement Date:** The Commencement Date shall be the first (1st) day of the month following the date that this Lease is approved by the Miami-Dade County Board of County Commissioners (as evidenced by the adoption of a resolution approving this Lease, and after approval of the County Mayor or after the required ten (10) day veto period of the County Mayor has expired, or if the County Mayor vetoes this Lease, then after subsequent approval of two-thirds vote of the Miami-Dade County Board of County Commissioners). The Commencement Date will be confirmed by a Letter of Commencement pursuant to Paragraph 2(a) below.
15. **Termination Date:** Four (4) years after the Commencement Date.
16. **Right of Early Cancellation:** Tenant shall have the right to terminate the Lease, at any time, without cause, by giving the Landlord at least ninety (90) days’ advanced written notice.
17. **Holdover:** Holdover Base Rent shall be one hundred (100%) percent of the monthly Base Rent in effect immediately prior to Termination Date for the first six (6) months following the Termination Date, and 105% of monthly Base Rent in effect immediately prior to Termination Date thereafter, such payment to be made as herein provided. In the event of such holding over, all of the terms of the Lease, including payment of all charges owing hereunder shall remain in full force and effect on a month to month basis. Tenant shall indemnify Landlord for any damages resulting from such holdover, subject to limitations of Section 768.28, Florida Statutes.

18. **Broker(s)**

Landlord's Broker: State Street Realty.

Tenant's Broker: None.

19. **Number of Parking Spaces:** Tenant shall have the use of parking in common with other tenants on a first come first serve basis.

20. **Address for Notices:**

To Landlord:

AMB HTD – Beacon Centre, LLC
c/o Prologis, L.P.
8355 N.W. 12th Street
Doral, Florida 33126
Attention: Jason Tenenbaum,
Vice President

To Tenant:

Internal Services Department
Real Estate Development Division
111 N.W. First Street, Suite 2460
Miami, Florida 33128
Attention: Director
Email: Daniel.Chatlos@miamidade.gov
Steven.Mayers@miamidade.gov
Juliette.Trottman@miamidade.gov

With a copy to:

Prologis, L.P.
8355 N.W. 12th Street
Doral, Florida 33126
Attention: Property Manager for
Prologis Beacon Centre

With a copy to:

County Attorney's Office
Miami-Dade County
111 N.W. First Street, 28th Floor
Miami, Florida 33128

and to:

Prologis, L.P.
1800 Wazee Street, Suite 500
Denver, Colorado 80202
Attention: General Counsel

21. **Place of Rent Payment:** All payments required to be made by Tenant to Landlord hereunder (or to such other party or at such location as Landlord may from time to time specify in writing) shall be made by Electronic Fund Transfer ("EFT") or Automated Clearing House ("ACH"), or by some other means which is agreeable by the parties.

This Lease consists of the foregoing introductory paragraphs and Basic Lease Provisions (consisting of paragraphs 1 through 21), along with any and all exhibits, all of which are

incorporated herein by this reference. In the event of any conflict between the information contained in the Basic Lease Provisions, and the language in the Standard Lease Provisions, which follow, the Standard Lease Provisions shall control.

STANDARD LEASE PROVISIONS

1. LEASE GRANT

(a) Landlord hereby leases to the Tenant that certain Premises, which is located at 8343-8345 N.W. 12th Street, Building 27, Doral, Florida 33126, consisting of 2,561 rentable square feet of space, which together is shown on the illustration that is attached hereto, marked as "Exhibit A", and is incorporated herein by reference.

(b) Landlord leases the Premises to the Tenant, and the Tenant hereby leases the Premises from the Landlord together with the right in common with others to use all appurtenances of the Building and the Land that are designated by the Landlord for the common use of tenants and others, such as sidewalks, unreserved parking areas, common corridors, elevator foyers, restrooms, vending areas and lobby areas (the "Common Areas") to the extent permitted by Landlord.

(c) Tenant hereby accepts the Premises in its current "as-is" "where-is" condition, with any and all faults.

(d) The Landlord hereby grants to the Tenant the non-exclusive right to use, in common with the Landlord and the other tenants of the Building and the Land, the portions of the Building and the Land intended to be used for common use, including, but not limited to parking lot areas if any, roads, driveways, passageways, landscaped areas, the lobby(ies), corridors, water fountains, elevators and elevator foyer to the extent permitted by Landlord.

2. TERM

(a) The Term shall be for a period of four (4) years, and shall commence on the Commencement Date and end on the Termination Date. The date marking the beginning of the Lease shall be the Commencement Date, and shall be memorialized in a Letter of Commencement from Tenant to Landlord.

(b) Renewal Option: None.

(c) Holdover. If Tenant retains possession of the Premises after the expiration of this Lease, including any and all renewals or the earlier termination of this Lease, unless otherwise agreed in writing, such possession shall automatically become one of month-to-month tenancy, and the rent shall be at the "holdover" rent amount set forth in the Basic Lease Provisions, and all of the other terms and conditions of this Lease shall remain the same, and be applicable during such holdover period.

(d) Early Cancellation by the Tenant. The Tenant shall have the right to terminate the Lease, at any time, without cause, by giving the Landlord ninety (90) days' written notice.

3. **RENT**

(a) The Tenant's obligation to pay rent, including Base Rent, monthly fixed Operating Expenses and/or any other financial obligation shall begin on the Commencement Date.

(b) The Tenant agrees to pay Base Rent to the Landlord for the first (1st) year of the Term in the amount of Thirty One Thousand Two Hundred Eighteen Dollars and Sixty Cents (\$31,218.60), payable monthly in the amount of Two Thousand Six Hundred One Dollars and Fifty five Cents (\$2,601.55), which annual amount represents Twelve Dollars and Nineteen Cents (\$12.19) per square foot. Thereafter, commencing on the anniversary of this Lease, and every anniversary, thereafter, the Tenant agrees that the Base Rent shall be increased by three (3%) percent over the prior year's Base Rent, as illustrated above in *Item 9* of the Basic Lease Provisions. All payments shall be made via an EFT/ACH, or by some other means which is agreeable by the parties.

(c) In addition to the Base Rent, on the same date that Base Rent is due, Tenant shall pay Landlord an amount equal to the monthly fixed Operating Expenses provided in the Basic Lease Provisions, which Landlord and Tenant agree shall be reimbursed for Landlord's obligations with respect to maintenance, repairs and replacements as provided in this Lease, as well as insurance premiums incurred by Landlord as provided in this Lease. Effective on the anniversary of this Lease and every anniversary thereafter, the monthly fixed Operating Expenses shall be increased by an amount equal to the Annual Fixed Operating Expense Increase provided in the Basic Lease Provisions, over the monthly fixed Operating Expenses due and payable under this Lease immediately prior to such increase. Landlord and Tenant agree that except for the increases in the monthly fixed Operating Expenses as provided above, the monthly fixed Operating Expenses shall not be reconciled against the actual operating expenses incurred by Landlord. Upon extension of the Term, whether by an option to renew or otherwise, upon written notice to Tenant, Landlord shall have the right to amend the monthly fixed Operating Expenses, and the Annual Fixed Operating Expense Increase each as determined in Landlord's reasonable determination based on the actual operating expenses applicable to the Building prior to such increase and Landlord's projected annual increase of such operating expenses.

(d) All monthly installments of Base Rent and monthly fixed Operating Expenses shall be payable in advance on the first (1st) day of each calendar month during the Term hereof, with the exception of the month of October, which will be processed after the close of the Tenant's fiscal year on September 30th of each year and which will be paid no later than October 31 of each year, and shall not be deemed late.

(e) The term “Rent” shall, unless otherwise agreed to by the parties, as evidenced in this Lease, refer to all rent, including all Base Rent, monthly fixed Operating Expenses, and Taxes, along with any and all charges, fees, costs, and/or expenses incurred by the Landlord in the ownership and/or operation of the Premises, the Building, and the Land, and is inclusive of any and all insurance, administrative fees, maintenance and repairs, and all other expenses related to the rental and use of the Premises by the Tenant.

4. **PURPOSE**

(a) The Tenant shall use the Premises for general office uses, not inconsistent with the character and type of tenancy found in comparable buildings utilized by governmental agencies and/or entities, provided such use and occupancy at all times, complies with all applicable laws, codes, rules and ordinances. The Premises shall not be utilized for any other purpose without the prior written consent of the Landlord, which consent shall not be unreasonably denied, withheld or delayed, unless expressly described herein this Lease. In no event may the Premises be used as a bank, savings and loan association or financial institution, credit union or a tenant that accepts financial deposits and/or offers or extends commercial loans, or containing any automated teller machine or similar type device.

(b) The Tenant shall not, at any time, use or occupy the Premises, or permit any act or omission in or about the Premises, in violation of any law, statute, ordinance, or any governmental rule, regulation, or order, and the Tenant shall, upon written notice from the Landlord, discontinue any use of the Premises which is declared by any governmental authority to be a violation of law. If any law(s) shall, be reason of the nature of Tenant’s use or occupancy of the Premises, impose any duty upon the Tenant or Landlord with respect to the following: (i) modification or other maintenance of the Premises; or (ii) the use, alteration, or occupancy thereof, the Tenant shall comply with such law at Tenant’s sole cost and expense.

(c) The Tenant shall neither suffer nor permit the Premises, nor any part thereof, to be used in any manner, nor anything to be done therein, nor suffer or permit anything to be brought into or kept therein, which would in any way: (i) make void or voidable any fire or liability insurance policy then in force with respect to the Premises, the Building, and/or the Land; (ii) make unobtainable from insurance companies authorized to do business in the State of Florida and fire insurance with extended coverage, or liability, elevator, or other insurance required to be furnished by the Landlord under the terms of any lease or mortgage to which this Lease is subordinate at standard rates; (iii) cause or in the Landlord’s reasonable opinion be likely to cause physical damage to the Premises, the Building, and/or the Land; (iv) constitute a public or private nuisance; (v) impair the appearance, character or look of the Building; (vi) discharge objectionable fumes, odors, or vapors into the air conditioning system of the Building, or into the Building flues or vents not designed to receive them or otherwise in such manner as may unreasonably offend other occupants of the Building; (vii) create unnecessary waste in, on or around the Premises, the

Building, and/or the Land; and/or (viii) make any noise or set up any vibration which will disturb other tenants, except in the course of repair, or alterations, or at other times authorized by the Landlord.

5. **SERVICES AND UTILITIES**

The Landlord shall furnish, or cause to be furnished, to the Premises, the utilities and services described below, subject to the conditions and standards set forth in this Lease.

- (a) Water. Landlord during the Term hereof shall pay all charges for water used by Tenant.
- (b) Electrical. Tenant shall, during the Term, and any extension thereof, pay all charges for electricity used by Tenant.
- (c) HVAC. During regular business hours, Monday through Friday (except for Saturdays, Sundays and holidays), the Landlord shall provide heating and air conditioning in season to both the Building, and the Premises, and at temperatures that are standard for comparable buildings in Miami-Dade County, or as are required by a governmental authority. Tenant, upon such advance notice as is reasonably required by the Landlord, shall have the right to receive HVAC services during non-regular business hours, however, the Tenant hereby agrees to pay the Landlord Thirty (\$30.00) Dollars per hour for the additional HVAC services, as additional rent, as such cost is reasonably determined by the Landlord. Further, the Landlord hereby agrees to have the coils and vents of the HVAC system cleaned and examined on a regular basis, and no less than on a bi-annual basis.
- (d) Janitorial. The Landlord, at its sole cost and expense, shall perform or cause to be performed in the Premises, on a daily basis, during the Term and any extension thereof (except for Saturdays, Sundays and holidays), after 5 p.m., janitorial services with respect to the Premises as per terms outlined in "Exhibit B".

6. **MAINTENANCE AND REPAIRS**

(a) Landlord's Duties. Notwithstanding any other provisions of this Lease, the Landlord shall repair and maintain the structural portions of the Building, including, but not limited to, common areas of the Building; the elevator(s), plumbing, HVAC systems (including, but not limited to filters for HVAC), and electrical systems that are installed or furnished by the Landlord

throughout the Building and the Premises, unless issues to the maintenance and repairs are caused by the negligence, or the intentional or willful act of the Tenant, its agents, employees, licensees, or invitees, in which case the Tenant shall pay the Landlord the cost of such maintenance and/or repairs, less the amount of any insurance proceeds received by the Landlord on account thereof. The Landlord shall be solely responsible for any and all damages and repairs caused by the negligence or intentional or willful act of the Landlord, and/or its employees, agents and/or vendors. The Landlord shall maintain and keep in good order, condition, and repair the Building, including, but not limited to, the roof; foundation; the curtain wall, including any and all glass connections; all exterior doors; exterior locks on exterior doors and windows; ballasts, plumbing, fixtures, the Building ventilation system; elevators; Building telephone systems; alarm systems; the lobby(ies); the corridors; any and all flooring, including any carpeting or tile repair or replacement except for any flooring in the Premises; electrical closets; interior portions of the Building, both above and below grade which are not covered by this Lease; pest control; landscaping; walkways; pathways; sidewalks; and parking lot area. The Landlord shall comply with any and all building and zoning codes, as applicable. The Landlord shall make any and all required repairs within a reasonable period following receipt of notice of the need thereof from the Tenant. The Landlord shall also keep in good order, condition, and repair all Building equipment used by the Tenant in common with other tenants, and replace the same at the end of such equipment's normal and useful life. In the event that the Landlord fails to properly or timely maintain and repair the Building, the Premises, and/or the Land, the Tenant, unless otherwise described in this Lease, shall have the right, but shall not be required to do so, after thirty (30) days' written notice to the Landlord, to make any and all repairs to the Building, the Premises, and/or the Land, which the Tenant reasonably believes is necessary to timely and properly operate its business functions, and/or which present a reasonable concern for safety of the Tenant, or any of its agents, vendors, employees, licensees, or invitees, and the cost of such repairs, including materials, labor, and overhead, at Tenant's election may be invoiced to the Landlord, or such amount reduced from the Base Rent. Further, the Tenant shall have no liability to the Landlord for any damage, inconvenience or interference regarding the use or any damage to the Building, Premises, and/or Land as a result of performing any such work.

(a.1) Notwithstanding the forgoing, the Landlord shall make any and all necessary repairs to the HVAC system within three (3) days upon receiving any notice or complaint from the Tenant. If Landlord has not commenced such repairs to the HVAC system within such three (3) day period, Tenant shall have the right to make such temporary, emergency repairs to the HVAC system as may be reasonably necessary. Landlord shall reimburse Tenant for the reasonable, out-of-pocket costs incurred by Tenant in making such emergency repairs within thirty (30) days after submission by Tenant to Landlord of an invoice therefore, accompanied by reasonable supporting documentation for the costs so incurred.

(a.2) In order to minimize any disruption to the Tenant's use of the Premises, the Landlord shall notify the Tenant in advance, within at least 24 hour written notice (e-mail is acceptable written notice and will be considered delivered when sent), of any maintenance and/or repairs to be performed in the Premises, and/or which will affect the Premises, except in case of

emergency in which case no prior notice is required. The Landlord and any of its employees, agents, and/or contractors shall be escorted throughout the Premises by an employee of the Tenant. Upon receiving the Landlord's notice of pending repairs and/or maintenance, the Tenant shall reasonably consent to such work, and the Landlord shall proceed to construct, improve, repair and/or complete any work that is necessary to properly maintain the Premises. Any and all repairs to the Premises shall, to the greatest extent possible, be performed during non-business hours, to further minimize the impact upon the Tenant, and its employees. Should any of the Premises be unusable to the Tenant, as a result of the Landlord's repairs, the Tenant shall be entitled to rent abatement for the period of time such repairs are undertaken.

(b) Tenant's Duties. The Tenant, at Tenant's sole cost and expense, shall, except for services furnished or otherwise provided by the Landlord, maintain the Premises, and all trade fixtures contained therein ("within the four walls") in a safe, clean, and neat condition, and otherwise in good order and repair (note, standard electrical and plumbing fixtures are not included). The Tenant shall maintain lavatory, toilet, wash basin, kitchen facilities, and any supplemental HVAC system (including all plumbing connected to said system installed by or on behalf of the Tenant). Further, the Tenant shall pay for the cost of any repairs to the Premises, the Building, or the Land made necessary by any negligence or willful misconduct of the Tenant, or any of its agents, vendors, employees, licensees, or invitees. In the event that the Tenant fails to so maintain the Premises in good order, condition, and repair, the Landlord shall give the Tenant thirty (30) days' notice to do such acts as are reasonably required to properly maintain the Premises. In the event that the Tenant fails to commence such work within the thirty (30) day period, and diligently pursue it to completion, then the Landlord shall have the right, but shall not be required, to do such acts and expend such funds, at the expense of the Tenant, as are reasonably necessary to perform such maintenance and repairs. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as a result of performing any such work.

(c) Supplemental HVAC System. The Tenant acknowledges and agrees that whenever a special HVAC system is installed in all or part of the Premises, at the direction or for the benefit of the Tenant, the Tenant shall enter into a regularly scheduled preventative maintenance and service contract, at the Tenant's sole cost and expense, which contract shall be either through a third-party agent or vendor of the Tenant, or by employees of an agency or department of the Tenant, which has the appropriate and experienced maintenance and service personnel for servicing such HVAC system and equipment, and shall provide the Landlord with a copy of the same. Any third-party contract shall be subject to the Landlord's prior approval, which approval will not be unreasonably withheld or delayed. Such contract shall include, at minimum, all services recommended by the equipment manufacturer and must be effective within sixty (60) days of installation of such HVAC system. The Landlord shall maintain a copy of the manufacturer's warranty information, if any, and will cooperate with the Tenant to the extent warranty repairs are required.

7. **TAXES**

(a) Subject to reimbursement as provided below, Landlord shall pay all taxes, assessments, governmental charges, and fees payable to tax consultants and attorneys for consultation and contesting taxes (collectively referred to as "Taxes") that accrue against the Building or the Land during the Term. At Tenant's request the Landlord will provide Tenant with copies of the applicable tax bills. Landlord may contest the amount, validity, or application of any Taxes or liens thereof. If any tax or excise is levied or assessed directly against Tenant, or the Premises, or results from any alterations, additions, and/or improvements to the Premises made by Tenant, then Tenant shall pay such tax or excise as required by the taxing authority. Tenant shall be liable for all taxes levied or assessed against any personal property or fixtures placed in the Premises by Tenant even if levied or assessed against the Landlord, if applicable. Tenant shall pay its Florida sales tax, if applicable, on a monthly basis along with its payment of Base Rent, monthly fixed Operating Expenses and Taxes.

(b) During each month of the Term, on the same date that Base Rent and monthly fixed Operating Expenses are due, Tenant shall pay Landlord its pro rated portion of the amount equal to one-twelfth (1/12) of the annual cost (prorated for any fractional calendar month), as estimated by Landlord, of Tenant's Proportionate Share (hereinafter defined) of Taxes for the Building or the Land. The Landlord's estimate for the first year of Taxes in the Basic Lease Provisions of this Lease is only an estimate and Landlord makes no guaranty as to the accuracy of such estimate. If Tenant's total payments of Taxes for any year are less than Tenant's proportionate share of actual taxes for such year, then Tenant shall pay the difference to Landlord within thirty (30) days after demand, and if more, then Landlord shall pay such refund to Tenant. Tenant's "Proportionate Share" shall be the Tenant's ratio of rentable square footage of the Premises to the total rentable square footage of the Building, which is 2.88%. It is agreed that the ad valorem taxes due in November of each year shall be the figure used in calculating the Real Estate Taxes.

8. **ALTERATIONS AND IMPROVEMENTS**

(a) The Tenant shall make no alterations, additions, and/or improvements to the Premises, or any portion thereof, without obtaining the prior written consent of the Landlord. The Tenant shall submit any such request to the Landlord for approval at least thirty (30) days prior to the proposed commencement date of such work. Landlord may impose, as a condition to such consent, such requirements as the Landlord may deem necessary in its reasonable judgment, including the manner in which the work is performed, the times during which the work is to be accomplished, approval of all plans and specifications, and the procurement of all building permits and licenses and use of licensed and insured contractors. Further, the Landlord shall be entitled to post notices on and about the Premises with respect to the Landlord's non-liability for mechanics' liens in connections with alterations or improvements made by the Tenant, and Tenant shall not permit such notices to be defaced or removed. Tenant further agrees not to connect any apparatus,

machinery, or device to the Building systems, including electric wires, water pipes, fire safety, and HVAC system, without the prior written consent of the Landlord.

(b) All alterations, improvements, and/or additions to the Premises shall be deemed a fixture, and thereby a part of the real estate and property of the Landlord, and shall remain upon and be surrendered with the Premises as a part thereof without molestation, disturbance or injury at the end of the Term, whether by expiration or otherwise, unless the Landlord, by notice given to the Tenant, shall elect to have the Tenant remove all or any such alterations, additions, and/or improvements (excluding non-movable office walls), and in such event, the Tenant shall promptly after the termination of this Lease, remove, at its sole cost and expense, such alterations, improvements, and/or additions, and restore the Premises to the condition in which the Premises was in prior to the making of the same, reasonable wear and tear excepted. Notwithstanding the foregoing, all moveable partitions, IT communication cabling and wiring, telephones, and other machines and equipment which are installed in the Premises by or for the Tenant, without expense to the Landlord, and can be removed without structural damage to, or defacement of, the Building or the Premises, and all furniture, furnishing, equipment and other articles of property owned by the Tenant, and located in or about the Premises (all of which are herein called the "Tenant's Property") shall be and remain the property of the Tenant, and may be removed by the Tenant at any time during the Term. However, if any of the Tenant's Property is removed, Tenant shall repair or pay the cost of repairing any damage to the Building, and/or the Premises, resulting from such removal. All additions, improvements, and/or alterations which are to be surrendered with the Premises shall be surrendered with the Premises, as a part thereof, without cost to, or compensation by, the Landlord, at the end of the Term, or the earlier termination thereof. If Tenant fails to remove any of Tenant's Property after vacating the Premises, without Landlord's consent, the Landlord, at Tenant's expense, may remove and either dispose of, or store, the Tenant's Property and perform any other required clean-up and/or repairs to the Premises. Tenant, within sixty (60) days after receipt of an invoice from the Landlord, shall reimburse the Landlord for the reasonable cost incurred by the Landlord for the removal, and disposal or storing of Tenant's Property, and the clean-up and/or repair of the Premises.

(c) If the Landlord permits persons hired, retained, or requested by the Tenant (other than employees of the Tenant) to perform any alterations, improvements, and/or additions to the Premises, then prior to the commencement of such work, the Tenant shall deliver to the Landlord sufficient proof evidencing the appropriate licenses, and insurance as reasonably required by the Landlord. Any and all such insurance shall name the Landlord as an additional insured, and shall provide that the same may not be canceled or modified without thirty (30) days prior written notice to the Landlord.

(d) In addition to the foregoing, Landlord, at its sole cost and expense, shall complete the following alterations and/or improvement in the Premises:

- Clean any and all air conditioning grills, located in the ceiling and walls.

- Replace all flooring (except for the restrooms) throughout the Premises with Luxury Vinyl Tile (LVT). Within thirty (30) days from the Commencement Date, Landlord shall provide Tenant with LVT flooring options in order to make a flooring selection. And the Landlord shall replace flooring throughout the Premises based on the flooring selection made by Tenant.
- Replace restroom flooring with Vinyl Composite Tile (VCT). Within thirty (30) days of the Commencement Date, Landlord shall provide Tenant with VCT flooring options in order to make a flooring selection. Additionally, the Landlord shall replace flooring in the restrooms based on the flooring selection made by Tenant.
- Paint all entry doors to the Premises.

It is further agreed that upon the approval of this Lease by the Miami-Dade County Board of County Commissioners, the Landlord shall immediately commence the work associated with the above-mentioned renovations and repairs, and shall complete such renovations and repairs within thirty (30) days after the commencement date.

Should, for any reason, the Landlord fails to timely complete the renovations and repairs within the thirty (30) days of the Commencement Date, the Landlord shall be required to pay the Tenant the amount of One Hundred (\$100.00) Dollars per day, for each day beyond the thirty (30) days as liquidated damages for such delay, the parties acknowledging and agreeing that the damages to the Tenant in such an instance are difficult to quantify and this is a reasonable estimation and agreement on such damages and is not a penalty.

9. **RIGHT OF QUIET ENJOYMENT**

(a) If, and so long as, Tenant pays the Rent, and keeps and performs each and every term, covenant, and condition under this Lease, as required by the Tenant to be kept and performed, the Tenant shall quietly enjoy the Premises for the Term hereof, and any extension or renewal thereof, without unreasonable hindrance or molestation by the Landlord, or anyone claiming by, through or under the Landlord, subject to terms, covenants, and conditions of this Lease.

(b) Landlord shall pay any and all taxes and assessments so as not to jeopardize Tenant's use and occupancy of the Premises. The Landlord, the foregoing notwithstanding shall be entitled to contest any tax or assessment which it deems to be improperly levied against the Premises, the Building, and/or the Land, so long as the Tenant's use of the Premises is not interfered with throughout the Term.

10. **ASSIGNMENT AND SUBLETTING**

(a) The Tenant shall not permit any part of the Premises to be used or occupied by any person(s) other than the Tenant, and its employees, licensees, and invitees. Tenant shall not voluntarily, by operation of law, or otherwise, assign, sublease, transfer, or encumber this Lease,

or any interest herein, or part with possession of all or any part of the Premises, without the Landlord's prior written consent, which shall not be unreasonably withheld; provided that the Tenant may, without Landlord's consent, assign or sublease the Premises to a different agency or department of the Tenant, and/or the State of Florida, including any department thereof at any time, and from time to time, so long as Tenant is not in default under this Lease. Any assignment or sublease without the Landlord's prior written consent, as required herein, shall be void or voidable, at the Landlord's discretion, and may, at Landlord's election, constitute a default hereunder, notwithstanding Landlord's acceptance of rent payments from any purported assignee or subtenant.

(b) In the event of any assignment or subletting, the Tenant shall remain fully liable for the performance of all of the terms and conditions of this Lease, unless the Landlord, in writing, consents to the Tenant being released from any further liability or responsibility under this Lease.

(c) Landlord's consent in one instance, and any other act or acts of Landlord or its agents, shall not be deemed to constitute consent to any subsequent assignment or subletting.

(d) To the extent that the Landlord's consent is necessary, the Tenant shall provide the Landlord with a copy of any proposed assignment or sublease of the Premises, and to the extent then available a copy of any document pursuant to which any such assignment or sublease may be made, at least thirty (30) days prior to the proposed effective date of the assignment or sublease. The Landlord shall approve or disapprove of the proposed assignment or sublease within thirty (30) days of receiving the proposed assignment or sublease. The failure of the Landlord to disapprove any proposed assignment or sublease with such thirty (30) day period shall be deemed to be an approval by the Landlord of such proposed assignment or sublease.

11. **LIENS AND INSOLVENCY**

Tenant shall keep the Premises, the Building, and the Land free from any liens arising out of any work performed, materials furnished, or obligations incurred by the Tenant. In the event any lien is filed against the Land or the Landlord's property as a result of or in connection with any work performed or materials furnished to Tenant or on Tenant's behalf, Tenant shall promptly discharge or satisfy said lien within thirty (30) days' of receipt of notice of such lien.

12. **EMINENT DOMAIN**

(a) If any part of the Premises, the Building, and/or the Land (not resulting in a total taking of the Premises, thereby causing a termination of this Lease) is taken under the power of eminent domain, or similar authority or power, or sold under imminent threat thereof, to any public or quasi-governmental authority or entity, this Lease shall terminate as to the part of the Premises so taken

or sold, effective as of the date taking, or the date that delivery of possession is required, by such public or quasi-governmental authority or entity. The Rent for the remainder of the Term under this Lease shall be reduced in the proportion that the Tenant's total square footage of the Premises is reduced by the taking. Further, the Tenant shall be entitled to recover and keep for itself from the public or quasi-governmental authority or entity any amount(s) necessary to compensate the Tenant for any and all damages, losses, and for any other reason attributable as a result of such taking, provided such amount is sought by Tenant directly against the public or quasi-governmental authority or entity directly and is not to be paid to Tenant from any payment made to Landlord as a result of such taking.

(b) If a total taking of the Premises, the Building, or the Land occurs, or if a partial taking or the sale of the Building, or the Land occurs, and it: (i) results in an inability of the Tenant to use the Premises for the Tenant's intended purpose, as determined by the Tenant; or (ii) renders the Building unviable or useless to the Tenant, this Lease shall terminate, with such termination being made effective thirty(30) days after the Tenant receives notice of such taking, or when the taking occurs, whichever is sooner.

(c) All condemnation awards and similar payments shall be paid and belong to the Landlord, except for any amounts awarded or paid specifically for Tenant's trade fixtures, loss of business, relocation costs, and other benefits that Tenant is otherwise entitled to receive under the law, if a separate award for such items is made to Tenant (provided Tenant's award does not reduce Landlord's award or attribute any value to the remaining leasehold interest). Nothing contained herein shall prevent or diminish the Tenant's right to deal on its own behalf with the condemning authority.

13. **ACCESS OR ENTRY BY LANDLORD**

(a) Upon forty-eight (48) hours written notice (e-mail is acceptable written notice and will be considered delivered when sent) to Tenant (except in the event of emergency), the Landlord or Landlord's employees, agents, and/or contractors may enter the Premises at reasonable times for the purpose of inspecting, altering, improving, or repairing the Premises, or other portions of the Building, and for ascertaining compliance by Tenant with the provisions of this Lease. During the course of any such inspection, the Landlord, and/or its employees, agents, and/or contractors may be escorted by an employee of the Tenant throughout the Premises, provided that Tenant's failure to provide an escort shall not delay Landlord's access to the Premises.

(b) Landlord may also show the Premises to prospective purchasers, renters (but only within the last six (6) months of the Term or upon receipt of notice from Tenant of early termination of this Lease as provided for herein), or lenders during regular business hours, and upon 48 hours prior written notice to Tenant, provided that the Landlord shall not unreasonably interfere with the Tenant's business operations, or with Tenant's use and occupancy of the Leased Premises. During

the course of any such showing of the Premises, the Landlord, and/or its prospective purchasers, renters, or lenders shall be escorted by an employee of the Tenant throughout the Premises.

(c) Landlord shall repair, at Landlord's expense, any damage to the Premises resulting from the exercise of the foregoing right of access by Landlord, or any of Landlord's employees, agents and/or contractors.

14. **SIGNAGE**

(a) All signs and symbols placed on the doors or windows or elsewhere about the Premises, which are visible from outside of the Premises, or upon any other part of the Building, including building directories, shall be subject to the approval of the Landlord, which approval shall not be unreasonably withheld or delayed. Tenant shall be permitted to place its logo, and/or shield, and/or flag inside the Premises, provided such logo, shield or flag is placed in an area or location which so as to not be visible from outside of the Premises.

(b) The Tenant shall be entitled to have its name displayed on any and all existing Building directories, if any; provided, however, in the event that the Tenant requests any changes to the initial display, the Tenant hereby agrees that any out-of-pocket costs incurred by the Landlord in connection with such changes shall be the responsibility of the Tenant, and shall be reimbursed by the Tenant within thirty (30) calendar days following receipt of an invoice and evidence of actual payment related thereto.

15. **INSURANCE**

(a) Landlord's Insurance. The Landlord will, during the Term, at its sole cost and expense, carry fire, windstorm, hail, flood (if in a 100-year flood zone), and extended coverage insurance on the improvements of the Premises and the Building to the full replacement value.

(b) Tenant's Insurance. The Tenant has an on-going self-insurance program, placed in the Premises by, or on behalf of, Tenant, covering worker's compensation insurance, general liability and automobile liability insurance covering employees and officials of Miami-Dade County, its managers, agents, invitees and contractors, and all premises owned or occupied by Miami-Dade County, subject to Florida Statutes, Section 768.28. Since Tenant does not carry insurance with an insurance company, certificates of insurance are not available. However, in compliance with and subject to the limitations of Florida Statutes, Section 768.28 and Chapter 440, the Tenant agrees and has provided the letter attached hereto and made a part hereof as Exhibit "C," to process any claims that may arise and the same protection will be afforded as would be provided by a policy of insurance. Nothing in this Section shall reduce Tenant's obligations under this Lease. Tenant's procurement and/or maintenance of self-insurance shall subject to applicable

limitations contained in Section 768.28 Florida Statutes.

Any all risk property insurance obtained by Landlord and Tenant shall include a waiver of subrogation by the insurers and all rights based upon an assignment from its insured, against Landlord or Tenant, their officers, directors, employees, managers, agents, invitees and contractors, in connection with any insured loss or damage. Neither party, nor its officers, directors, employees, managers, agents, invitees or contractors, shall be liable to the other for loss or damage caused by any risk coverable by all risk property insurance, and each party waives any claims against the other party, and its officers, directors, employees, managers, agents, invitees and contractors for such loss or damage. The failure of a party to insure its property shall not void this waiver. Neither party, nor its officers, directors, employees, managers, agents, or contractors, shall be liable to the other for any business interruption loss incurred, and each party waives any claims against the other party, and its officers, directors, employees, managers, agents, and contractors for such business interruption loss from any cause whatsoever, including, but not limited to damage caused in whole or in part, directly or indirectly, by the negligent acts of the other party at the Premises or the Building.

16. **INDEMNIFICATION**

(a) Landlord shall indemnify and hold harmless the Tenant and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Tenant or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Lease by the Landlord or its employees, agents, servants, partners, principals or subcontractors. Landlord shall pay all claims and losses in connections therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Tenant, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Landlord expressly understands and agrees that any insurance protection required by this Lease or otherwise provided by Landlord shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Tenant, or its officers, employees, agents and instrumentalities as herein provided.

(b) Tenant does hereby agree to indemnify and hold harmless the Landlord only to the extent and within the limitations of Section 768.28, Florida Statutes (the "Statute"), subject to the provisions of that Statute whereby the Tenant shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum set forth in the Statute, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum set forth in the Statute from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the Tenant. However, nothing herein shall be deemed to indemnify the Landlord

from any liability or claim arising out of the negligent performance or failure of performance of the Landlord or any unrelated third party.

17. **HAZARDOUS MATERIALS**

(a) Landlord represents to Tenant that to Landlord's current, actual knowledge there are no Hazardous Materials in reportable quantities at the Building. The phrase "current, actual knowledge of Landlord" shall mean and refer only to the best of the current, actual knowledge of the officers of Landlord having direct, operational responsibility for the Building, with the express limitations and qualifications that the knowledge of any contractor or consultant shall not be imputed to Landlord, and none of such officers has made any special investigation or inquiry, and none of such officers has any duty or obligation of diligent investigation or inquiry, or any other duty or obligation, to acquire or to attempt to acquire information beyond or in addition to the current, actual knowledge of such persons.

(b) The term "Hazardous Materials" shall mean any substance, material, waste, gas, or particulate matter which at the time of the execution of this Lease of any time thereafter is regulated by any local governmental authority, the State of Florida, and/or the United States Government, including, but not limited to, any material or substance which is: (i) defined as a "hazardous material", "hazardous substance", "extremely hazardous waste", or "restricted hazardous waste" under any provision of the State of Florida and/or the United States Government; (ii) petroleum; (iii) asbestos; (iv) polychlorinated biphenyl; (v) radioactive material; (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C., Section 1251, et seq. (33 U.S.C., Section 1371); (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C., Section 6901 et seq (42 U.S.C., Section 6903); (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C., Section 9601 et seq. (42 U.S.C. Section 9601).

(c) The Tenant represents and warrants to the Landlord that no Hazardous Materials, as defined above, shall be brought into or will be handled, stored, discharged, placed, or disposed of at, on, or under the Premises, the Building or the Land by Tenant, or any of its employees, agents, contractors, licensees, and/or invitees.

18. **DESTRUCTION OF, OR DAMAGE TO, THE PREMISES**

If the Premises, or any part thereof, or any appurtenance thereto, is so damaged by fire, casualty or structural defects, such damage or defects not being the result of any act of negligence by Tenant, or by any of Tenant's agents, employees, vendors, or invitees, that the Premises cannot be used for Tenant's purposes, which damage cannot be repaired within sixty (60) days, then Tenant shall have the right at any time within ninety (90) days following damage to the Premises to elect by notice to Landlord to terminate this Lease as of the date of such notice. In the event of minor

damage is sustained to any part of the Premises, such damage or defects not being the result of any act of negligence by Tenant, or by any of Tenant's agents, employees, vendors, or invitees, and if such damage does not render the Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from *force majeure*. Tenant shall be relieved from paying rent and other charges during any portion of the Term that the Premises is uninhabitable, inoperable, or otherwise unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rent payments and other charges paid in advance for any such periods shall be credited on the next ensuing payment, if any, but if no further payments are to be made, any additional or remaining advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is not caused by the direct or indirect action of Tenant or by any of Tenant's agents, employees, vendors, or invitees, and which is beyond Tenant's reasonable control and reasonable efforts, which renders the Premises uninhabitable, inoperable or otherwise unfit for occupancy or use, in whole, for Tenant's purposes as set forth in Section 4 (a) hereof.

19. **TENANT'S DEFAULT AND REMEDIES**

(a) It shall be an "Event of Default" if: (i) Tenant fails to pay Rent, or any other charges, when such payment by Tenant is due hereunder, and such failure continues for fifteen (15) business days after receipt of written notice thereof was made to Tenant by the Landlord; (ii) Tenant violates or fails to perform any of the other conditions, covenants, or agreements under this Lease, and such violation or failure continues for thirty (30) calendar days after written notice thereof to Tenant by Landlord, or (iii) if such default cannot be cured within such thirty (30) day period. Then If, the Tenant commences to cure the default within the thirty (30) day period, but fails to proceed diligently and fully cure the default within ninety (90) days; (iv) Tenant makes a general assignment for the benefit of creditors, or files a petition for bankruptcy, or other reorganization, liquidation, dissolution, or similar relief; (v) a proceeding is filed against the Tenant seeking bankruptcy, reorganization, liquidation, dissolution, or similar relief, which would have a direct impact upon this Lease, and which is not dismissed within one hundred twenty (120) calendar days; (vi) a trustee, receiver, or liquidator is appointed by a court of competent jurisdiction, for the Tenant, or a substantial part of its property and/or assets; (vii) Tenant's interest under this Lease is taken upon execution or by other process of law directed against the Tenant; (viii) Tenant mortgages, assigns (except as expressly permitted in this Lease), or otherwise encumbers Tenant's interest under this Lease.

(b) If an Event of Default occurs, the Landlord may: (i) without obligation to do so, and without releasing the Tenant from any obligation under this Lease, make any payment or take any action the Landlord may deem necessary or desirable to cure such Event of Default, and the reasonable cost thereof shall be reimbursed by the Tenant to the Landlord within thirty (30) business days from Tenant's receipt of Landlord's written demand for reimbursement (such

demand for reimbursement shall contain all supporting documentation, including, but not limited to invoices, cancelled checks, releases, photographs, and other evidence establishing that the work was completed and properly paid for by the Landlord); (ii) terminate this Lease; (iii) with or without terminating this Lease, after legal proceedings, retake possession of the Premises, and remove Tenant's personal property from the Premises, and store such personal property in a reasonable manner, at Tenant's expense, all without being liable for trespass; and/or (iv) exercise any other legal remedy permitted by law after adjudication by a court of competent jurisdiction, on account of such Event of Default. All remedies of Landlord under this Lease shall be cumulative, and the exercise of any such remedies shall not prevent the concurrent or subsequent exercise of any other remedy.

(c) If the Landlord, in accordance with law, elects to take possession without terminating this Lease, then such repossession shall not relieve the Tenant of its obligations and liabilities under this Lease, all of which shall survive such repossession. In the event of such repossession, the Tenant shall pay to the Landlord, as Rent, all Rent which would be payable hereunder if such repossession had not occurred, less the net proceeds, if any, of any reletting of the Premises, after deducting the Landlord's expenses in connection with such reletting, and rental concessions. Tenant shall pay such Rent to the Landlord on the days on which such Rent would have been payable hereunder if possession had not been retaken.

20. **LANDLORD'S DEFAULT AND REMEDIES**

(a) Except as otherwise specified in this Lease, if the Landlord defaults in the performance of any term, condition, and/or covenant hereof, and such default continues for thirty (30) days after receipt of notice from the Tenant, or if the default cannot be reasonably cured within thirty (30) days then for a reasonable period of time thereafter up to a maximum of sixty (60) days, then the Tenant may, at its option, but subject to the other terms, condition, and covenants of this Lease, terminate this Lease upon sixty (60) days prior written notice to the Landlord. Further, Tenant also reserves the right, at its option, to cure any of the Landlord's defaults, after written notice to the Landlord, which default is not cured by Landlord within thirty (30) days after receipt of such written notice, or in the event such default cannot be reasonably cured within thirty (30) days, provided Landlord has not commenced to cure such default within such thirty (30) day period, and the Landlord shall immediately (within thirty (30) calendar days) reimburse the Tenant for all reasonable and customary costs and expenses, including, but not limited to labor and materials.

(b) Notwithstanding anything else set forth in this Lease, in the event the Landlord defaults on any of the terms, conditions, and/or covenants of this Lease, the Tenant shall be entitled to pursue any and all remedies available to the Tenant at law, or in equity, including, but not limited to the right of Specific Performance.

21. **ATTORNEYS' FEES**

In the event either party requires the services of an attorney in connection with enforcing any of the terms, covenants, and/or conditions of this Lease, or in the event a lawsuit is brought for the recovery of any Rent due under this Lease, or for any other sum or amount, or for the breach of any term, covenant, and/or condition of this Lease, or for return of the Premises to the Landlord and/or eviction of the Tenant during the term, or after the expiration thereof, each party shall be responsible for its own attorneys' fees, and for any and all other legal costs and expenses, including, but not limited to, expenses associated with expert witnesses, whether incurred at trial, on appeal, or otherwise.

22. **TENANT'S SUBORDINATION TO MORTGAGE**

It is specifically acknowledged and agreed that by and between the Landlord and the Tenant that the Landlord may, from time to time, secure a construction loan and/or mortgage on the Premises, the Building, and/or the Land from a bank, savings and loan institution, insurance company, or other recognized lending institution; and that this Lease is and shall be subordinate to the lien of said construction loan and/or mortgage; and the Tenant hereby agrees that it will execute such subordination and non-disturbance agreements, or other documents, as may be reasonably required by such lending institution, provided however, that the loan documents, mortgage, and/or subordination agreement, as the lending institution may direct, shall contain a provision which states, in effect, that the Tenant shall not be disturbed in its possession and occupancy of the Premises during the Term so long as no default exists under this Lease.

23. **CONDITION OF PREMISES AT TERMINATION**

(a) Upon the expiration or earlier termination of this Lease, the Tenant will quit and surrender the Premises in good order and repair in the same condition as the Premises was delivered to the Tenant under the prior lease between Landlord and Tenant, with reasonable wear and tear excepted. The Premises shall be left by the Tenant in broom swept condition. However, the Tenant shall not be obligated to repair any damage, which the Landlord is required to repair at Landlord's sole cost and expense pursuant to the terms of this Lease. Any and all fixtures, window treatments, keypads, and keys, at the expiration or earlier termination of this Lease, shall revert back to the Landlord.

(b) If the Tenant, after the commencement of this Lease, installed any shelving, lighting, communication cabling, supplemental HVAC systems, portable partitions, and/or any trade fixtures; and/or if the Tenant installed any signs, or other standard identification of the Tenant, then, any item, property, or fixture so installed shall be and remain the property of the Tenant, which the Tenant may remove at the expiration or early termination of this Lease, provided that in such removal the Tenant shall repair any and all damage occasioned to the Premises, in a good and workman-like manner. The Tenant shall not remove any fixtures, equipment, and/or additions

which are normally considered in the real estate industry to be affixed to realty such as, but not limited to, electrical conduit and wiring, panel or circuit boxes, terminal boxes, central HVAC, duct work, and plumbing fixtures.

24. **NOTICES**

All notices by the Landlord or the Tenant, to the other party, shall be delivered by either hand delivery, or by email (to the email address listed below, if provided), so long as the recipient has confirmed receipt of the email message, or by a nationally recognized courier, such as FedEx, or DHL, or by the United States Postal Service, sent Certified Mail, return receipt requested, postage paid, and addressed to the party as follows:

To Tenant:	Miami-Dade County Internal Services Department 111 N.W. First Street, Suite 2460 Miami, Florida 33128 Attention: Director Email: Daniel.Chatlos@miamidade.gov Steven.Mayers@miamidade.gov Juliette.Trottman@miamidade.gov
with a copy to:	County Attorney's Office 111 N.W. First Street, 28 th Floor Miami, Florida 33128
To Landlord:	AMB HTD – Beacon Centre, LLC c/o Prologis, L.P. 8355 N.W. 12 th Street Doral, Florida 33126 Attention: Jason Tenenbaum, Vice President
with a copy to:	Prologis, L.P. 8355 N.W. 12 th Street Doral, Florida 33126 Attention: Property Manager for Prologis Beacon Centre
and to:	Prologis, L.P. 1800 Wazee Street, Suite 500 Denver, Colorado 80202 Attention: General Counsel

or to such other address as either party may designate in writing from time to time. If notice is delivered by hand, and the recipient signed for such notice, the notice shall be deemed served on the date of such delivery. If notice is delivered by email, the notice shall be deemed served on the date of original transmission.

25. **LANDLORD’S REPRESENTATIONS AND COVENANTS.**

Landlord hereby represents and covenants to Tenant that:

(a) It has full power and authority to enter into this Lease and perform in accordance with its terms, conditions, and provisions and that the person signing this Lease on behalf of Landlord has the authority to bind the Landlord and to enter into this transaction, and the Landlord has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Lease, and no further action or approval is required in order to constitute this Lease as a binding and enforceable obligation of the Landlord.

(b) Landlord is the fee simple owner of the Premises, and Landlord will deliver the leasehold hereunder and exclusive possession of the Premises to the Tenant free and clear of any and all tenancies and occupancies of every nature whatsoever, whether by the Landlord, or otherwise, and subject only to the rights reserved herein to Landlord.

26. **TENANT’S REPRESENTATIONS AND COVENANTS**

Tenant hereby represents and covenants to the Landlord the following:

(a) Tenant hereby represents and covenants to Landlord that it has full power and authority to enter into this Lease and perform in accordance with its terms, conditions and provisions and that the person signing this Lease, on behalf of the Tenant, has the authority to bind the Tenant, and to enter into this transaction and Tenant has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Lease, subject to the approval of the Board of County Commissioners and/or the County Mayor, or the County Mayor’s designee as set forth herein.

(b) Tenant understands that it has the right, at its sole cost and expenses, to continue, or otherwise install, a burglar alarm system for its benefit, and to install an antenna, cellular or booster system within the Premises, or within the Building, to provide better cellular telephone reception primarily for the Tenant, and its employees.

27. **FORCE MAJEURE**

Except for monetary obligations, in the event that the Tenant or the Landlord shall be delayed, hindered in, or prevented from, the performance of any act or obligation required under this Lease by reason of a strike, lockout, inability to procure materials, failure of power, restrictive government laws or regulations, riots, insurrection, or another reason beyond their control, the

prevented party shall provide notice to the other party, and the performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

28. **RADON GAS**

Radon gas is a naturally occurring radioactive gas that when it has accumulated in a building or structure in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in buildings in Florida. The Tenant hereby acknowledges that additional information regarding radon gas, and radon testing, may be obtained from the county health department.

29. **MISCELLANEOUS**

A.) Severability. If any provisions of this Lease or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, 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.

B.) Captions. The article headings and captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

C.) Relationship of Parties. This Lease does not create the relationship of principal and agent, or of mortgagee and mortgagor, or a partnership, or a joint venture, or of any association between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of landlord and tenant, or lessor and lessee.

D.) Recording. A Memorandum of this Lease or a full copy hereof, may be recorded by either party among the Public Records of Miami-Dade County, Florida, at the sole cost of the party filing the document. Further, the Tenant shall file a copy of this Lease with the Miami-Dade County Clerk of the Board.

E.) Construction. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Lease was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Lease which has been drafted by counsel for both Landlord and Tenant.

F.) Entire Agreement. It is expressly understood and agreed that this Lease contains all of the terms, covenants, conditions, and agreements between the parties hereto relating to the subject matter of this Lease, and that no prior agreements, contracts, or understandings, either oral or

written, pertaining to the same shall be valid or of any force and/or effect. This Lease contains the entire agreement between the parties hereto, and shall not be amended, modified, or changed in any manner except by a written instrument, which is approved by the Board, and signed by the County Mayor, or the County Mayor's designee.

G.) Performance. As otherwise described in this Lease if there is a default with respect to any of Landlord's covenants, warranties, obligations, or representations under this Lease, and if the default continues for more than thirty (30) days after notice in writing from Tenant to Landlord specifying the default breach (or such longer period as may be required in order to effect the cure, provided Landlord commences the cure within the thirty (30) day period and diligently prosecutes the cure to completion), in the event of an emergency (being defined as an imminent threat of personal injury to Tenant's employees or material damage to Tenant's equipment or other property at the Premises), and provided such default is curable wholly within or about the Premises and so long as the cure will have no adverse effect on the other tenants of the Building, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of Rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures. If this Lease terminates prior to Tenant receiving full reimbursement, Landlord shall pay the un-reimbursed balance to Tenant on demand.

H.) Successors and Assigns. The terms herein contained shall bind and inure to the benefit of Landlord, its successors and assigns, and to the Tenant, its successors and assigns (including any subtenants or assignees as appropriate and applicable), except as may be otherwise provided herein.

I.) Holidays. It is hereby agreed and declared that whenever the day on which a payment is due under the terms of this Lease, or the last day on which a response is due to a notice, or the last day of a cure period, falls on a day which is a legal holiday in Miami-Dade County, Florida, or on a Saturday or Sunday, and/or state or federal holiday, then such due date or cure period expiration date shall be postponed to the next following business day.

J.) Days. Any mention in this Lease of a period of days for performance, unless otherwise described herein, shall mean calendar days.

K.) Waiver. Any waiver on behalf of any party shall be evidenced in writing. Landlord or Tenant's failure to take advantage of any default hereunder, or breach of any term, covenant, condition, or agreement of this Lease on the part of the Landlord or Tenant to be performed shall not be (or be construed to be) a waiver thereof. Likewise, the parties further agree that any custom or practice that may grow between the parties in the course of administering this Lease cannot be construed to waive or to lessen the right of the Landlord or Tenant to insist upon the complete performance by the Landlord or the Tenant of any term, covenant, condition, or agreement hereof, or to prevent the exercise any rights given by either of them on account of any such custom or practice. Waiver of a particular default under this Lease, or waiver of any breach of any term, condition, covenant, or agreement of this Lease, or any leniency shown by the Landlord or the Tenant in respect thereto, shall not be construed as, or constitute a waiver of any other or subsequent defaults under this Lease, or a waiver of the right of either party to proceed against the other party

for the same or any other subsequent default under, or breach of any other term, covenant, condition, or agreement of this Lease.

L.) Exhibit and Schedules. Each and every Exhibit and/or Schedule referred to in this Lease is incorporated herein by reference. The Exhibits and Schedules, even if not physically attached, shall still be treated as if they were part of this Lease.

M.) Time is of the Essence. Time is of the essence with regards to all of the terms, conditions, and covenants of this Lease.

N.) Venue, Conflict of Laws, and Jurisdiction. The parties hereby acknowledge and agree that venue shall be in Miami-Dade County, Florida. The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Lease.

O.) Brokers. Landlord and Tenant hereby represent and agree that except for any brokers listed in the Basic Lease Provisions, no real estate broker or other person is entitled to claim a commission as a result of the execution and delivery of this Lease.

P.) Estoppel Certificates. Tenant agrees, from time to time, within thirty (30) days after request of Landlord, to execute and deliver to Landlord, or Landlord's designee, any estoppel certificate requested by Landlord, stating that this Lease is in full force and effect, the date to which Rent has been paid, that Landlord is not in default hereunder (or specifying the nature of Landlord's default), the Termination Date of this Lease and such other standard matters pertaining to this Lease of which the Tenant is aware and as may be requested by Landlord. Tenant's obligation to furnish each estoppel certificate in a timely fashion is a material inducement for Landlord's execution of this Lease. No cure or grace period provided in this Lease shall apply to Tenant's obligations to timely deliver an estoppel certificate.

Landlord agrees, from time to time, within thirty (30) days after request of Tenant, to execute and deliver to Tenant, or Tenant's designee, any estoppel certificate requested by Tenant, stating that this Lease is in full force and effect, the date to which rent has been paid, that Tenant is not in default hereunder (or specifying in detail the nature of Tenant's default), the Termination Date of this Lease and such other matters pertaining to this Lease as may be requested by Tenant. Landlord's obligation to furnish each estoppel certificate in a timely fashion is a material inducement for Tenant's execution of this Lease. No cure or grace period provided in this Lease shall apply to Landlord's obligations to timely deliver an estoppel certificate.

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[ONLY THE SIGNATURE PAGE REMAINS]

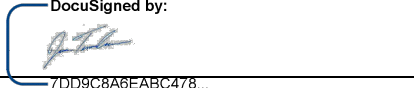
IN WITNESS WHEREOF, Landlord has caused this Lease to be executed by its duly authorized representative, and Tenant has caused this Lease to be executed in its name by the County Mayor, as authorized by the Board of County Commissioners; all on the day and year first hereinabove written.

LANDLORD

AMB HTD - BEACON CENTRE, LLC, a
Florida limited liability company

By: Prologis, L.P., a Delaware limited
partnership, its sole member

By: Prologis, Inc., a Maryland corporation, its
general partner

By: 

Jason Tenenbaum, Vice President

AD

(OFFICIAL SEAL)

ATTEST:
HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by the County Attorney as
To form and legal sufficiency. _____

TENANT

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

By: _____
Name: Daniella Levine Cava
Title: Mayor

EXHIBIT A

Premises: 8343-8345 N.W. 12th Street, Building 27, Doral, Florida 33126

PROPERTY INFORMATION 	
Folio:	35-3034-009-0010
Sub-Division:	SHAUN PLAT NO 1
Property Address	8301 NW 12 ST 8323 NW 12 ST
Owner	AMB HTD BEACON CENTRE LLC
Mailing Address	60 STATE ST STE 1200 BOSTON, MA 02109
PA Primary Zone	6400 COMMERCIAL - CENTRAL
Primary Land Use	1611 COMMUNITY SHOPPING CENTER : RETAIL OUTLET
Beds / Baths / Half	0 / 0 / 0
Floors	2
Living Units	0
Actual Area	
Living Area	
Adjusted Area	96,319 Sq.Ft
Lot Size	282,704 Sq.Ft
Year Built	1988



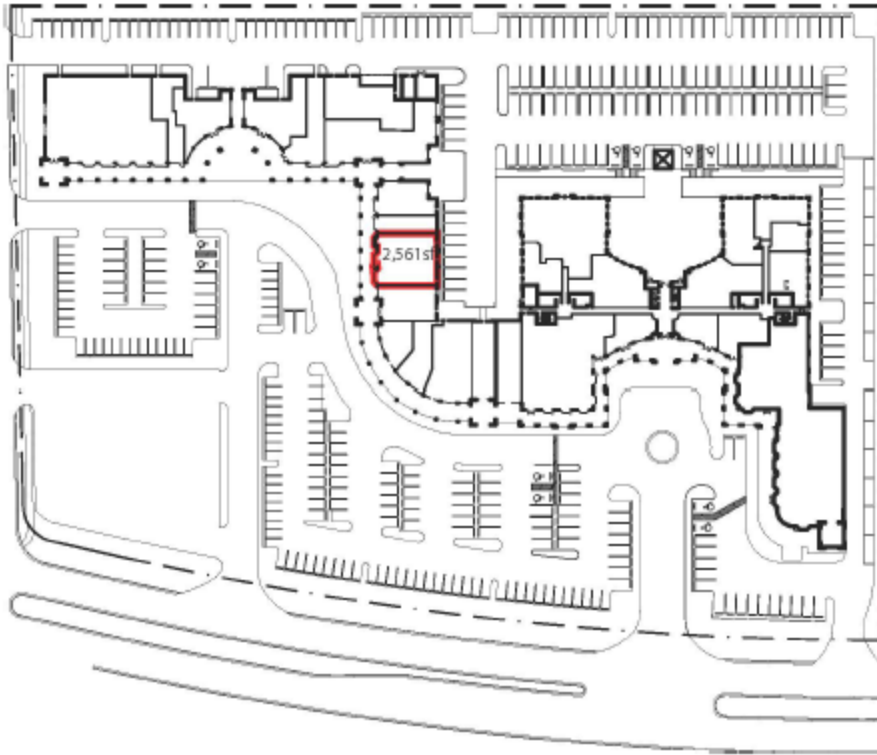


EXHIBIT B
JANITORIAL SERVICES

The LANDLORD agrees to furnish janitorial and cleaning services as part of this Lease Agreement. This includes furnishing all cleaning/maintenance equipment and cleaning supplies as required, including bathroom tissue, paper towels, trash receptacles liners and hand soap. All supplies are to be of good quality acceptable in the janitorial profession and of satisfactory quality suitable to the need of personnel.

a. FLOORS

- | | |
|---------------|---|
| Daily: | Carpeted areas- vacuum
Non-carpeted areas- dust mop- spray buff as required, remove gum and other materials, spot damp mop to remove stains or spots. |
| Weekly: | Non-carpeted areas-damp mop and spray buff. |
| Monthly: | Clean/Wax LVT and VCT per Prologis standard with proper equipment and supplies. |
| Semiannually: | Machine clean carpets and other areas if their condition so dictates.

Reseal and professionally clean/wax LVT and VCT areas per Prologis standard. |
| Annually: | Machine clean all carpet throughout the facility. |

b. WALLS, CEILINGS, INTERIOR DOORS, LEDGES, ETC

- | | |
|-----------|--|
| Weekly: | Spot clean. Clean light switch plates and surrounding wall areas. Dust windowsills, ledges, fixtures, etc. |
| Monthly: | Dust or vacuum HVAC registers. |
| Annually: | Clean all light fixture diffusers and wipe dust off light bulbs. |

c. WINDOWS AND GLASS

- | | |
|--------|---|
| Daily: | Spot clean entrance and vicinity glass both inside and outside. |
|--------|---|

Semiannually: Clean inside of external windows.

d. WATER FOUNTAINS (if applicable)

Daily: Clean and sanitize. Replenish supply of disposable cups (if applicable).

e. FURNISHINGS

Daily: Dust tables, chairs, credenzas, file cabinets, bookcases, etc.

Weekly: Dust and clean all ornamental wall decorations, pictures etc.

Dust window treatments.

Semiannually: Vacuum window treatments.

f. TRASH AND REFUSE

Daily: Empty and clean all trash receptacles. Receptable liners are to be used and changed as necessary.

Remove all collected trash to external dumpsters or trash containers.

In conference rooms, reception areas, etc., remove accumulated trash.

g. RESTROOMS

Daily: Maintain in a clean sanitary condition: floors, walls, doors, stalls, partitions, shelves, sinks, commodes, urinals, bath facilities, soap and towel dispensers.

Clean and polish mirrors.

Empty and sanitize trash and sanitary napkin receptacles.

Replenish supplies of tissues, towels, and soap.

Monthly: Clean ceramic tile surfaces with stronger cleaner or bleach.

h. LOUNGE AND KITCHEN AREAS

Daily: Clean and sanitize sinks and counter areas.

NOTE: THE WASHING OF EMPLOYEES DISHES OR THE REFRIGERATOR IN THE LOUNGE OR KITCHEN AREAS ARE NOT REQUIREMENTS OF THIS CONTRACT.

I. EXTERIOR

Sweep outside area immediately adjacent to building entrances and keep surrounding areas free of trash.

Empty outside trash receptacles.

Maintain exterior access areas such as sidewalks and courtyards, etc.

LANDLORD shall provide reasonable assurance that any and all chemicals are being handled in accordance with the Material Safety Data Sheet (MSDS) provided by their manufacturer.

EXHIBIT C
INSURANCE LETTER



Internal Services Department
Risk Management Division
Property & Casualty Unit
111 NW 1st Street • Suite 2340
Miami, Florida 33128
T 305-375-5442 F 305-375-1477

December 2, 2020

Mr. Gregory Scott
Vice-President
AMB HTD – Beacon Centre, LLC
C/O Prologis, L.P.
8355 N.W. 12th Street
Doral, Florida 33126

Dear Mr. Scott

RE: Miami-Dade County /Prologis Lease

This is to inform you that Miami-Dade County has an on-going self-insurance program for Worker's Compensation, General Liability and Automobile Liability covering employees and officials of the County.

Since the County does not carry insurance with an insurance company, we cannot provide you with a Certificate of Insurance.

However, in compliance with and subject to the limitations of Florida Statutes, Section 768.28, - Negligence, the monetary limits are Two Hundred Thousand Dollars (\$200,000.00) per person and Three Hundred Thousand (\$300,000.00) per incident and Chapter 440- **Workers' Compensation** - no limits. Provisions have been made in this office to process any claims that may arise and the same protection will be afforded as would be provided by a policy of insurance.

Sincerely,


Baunie McConnell, JD
Risk Management Division Director

BM/ml