MEMORANDUM

Agenda Item No. 8(F)(1)

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

DATE: November 2, 2021

FROM: Geri Bonzon-Keenan County Attorney

SUBJECT: Resolution approving the terms of a Lease Agreement between AMB HTD-Beacon Centre LLC, a Florida limited liability company, as landlord and Miami-Dade County, as tenant, for the premises located at 1701 NW 87 Avenue, Suites 100 and 120, Doral, Florida, to be utilized by the Miami-Dade Police Department Special Victims Bureau, with a total fiscal impact to the County estimated to be $2,709,708.20 for a five-year term; authorizing the County Mayor to execute the same; and 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-1025-21

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 MIAMI-DADE COUNTY

Date: November 2, 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 Beacon Center 21, 1701 NW 87 Avenue, Suites 100 and 120, Doral, Florida
Lease No.: 35-3034-032-0010-L05

Recommendation

It is recommended that the Board of County Commissioners (Board) approve 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 County leased property located at 1701 NW 87 Avenue, Suites 100 and 120, Doral, Florida (Premises). The County has been in this space since 2006, which is used for the Miami-Dade County Police Department Special Victims Bureau. More specifically, the resolution does the following:

- Approves the lease of approximately 28,380 square feet of air-conditioned office space, to include Suites 100 and 120, together with parking in common with other tenants; and
- Authorizes a lease term of five years.

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

Scope

The Premises is located 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 first year of the lease term is estimated to be $510,385.92. This amount is comprised of $456,350.40 (approximately $16.08 per square foot) in annual base rent. In addition, the Miami-Dade County Police Department will pay to the Internal Services Department a lease management fee of $22,817.52, which is five percent of the annual base rent. As additional rent, the County shall reimburse the Landlord its pro-rata share of real estate taxes, including assessments, which are approximately 6.11 percent of real estate taxes estimated to be $31,218.00 for the first year. The total projected fiscal impact to the County for the five year term of the Lease is estimated to be $2,709,708.20 (including base rent, taxes and lease management fees). The Lease includes an annual rental increase of approximately three percent beginning in the second year, and each subsequent year thereafter.

During the term of the Lease, the Landlord shall maintain a commercial HVAC system maintenance contract. The Landlord shall be responsible to pay all charges for water, waste disposal services, trash disposal, janitorial services, and electricity related to the Premises.

The County currently pays $491,825.40 (approximately $17.33 per square foot) in base rent 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.

7855 NW 12 Street, Doral, Florida – $26 per square foot on an annual basis. The tenant is responsible for some of the operating costs and expenses.

7955 NW 12 Street, Doral, Florida – $25 per square foot on an annual basis. The tenant is responsible for some of the operating costs and expenses.

8550 NW 33 Street, Doral, Florida – $38 per square foot on an annual basis. The landlord is responsible for most of the operating costs and expenses.

Track Record/County Monitor

The County has no record of negative performance issues with the Landlord. Dirk Duval 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. The principals of Prologis 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; Michael S. Curliss, Chief Investment Officer; Michael T. Blair, Managing Director; Scott Gregory, Senior Vice President; Denver Glazier, Senior Vice President; Marilyn Cartwright, Assistant Secretary; Jessica L. Polgar, Assistant Secretary.

Delegated Authority

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

Background

The current lease for Suite 120 was approved by the Board on May 9, 2006, through Resolution No. R-510-06, and was amended on July 3, 2012, through Resolution R-558-12. The Lease for Suite 100 was approved by the Board on July 3, 2012, through Resolution No. R-557-12. The Leases for Suites 100 and 120 expired on July 30, 2017, and the Tenant has remained in the Premises in the holdover status, while lease negotiations were finalized with the Landlord. The Police Department desires to continue occupying the Premises.

The Premises is in a unique location that is ideal for the Special Victims Bureau, as it is in one of the few locations within the County that meets the guidelines and requirements to provide services as a Sexual Crime Unit without being in proximity to Registered Sex Offenders.

The County, at the request of the Landlord, has agreed to indemnify the Landlord 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 County, but only to the extent and within the limitations of Section 768.28, Florida Statutes (Statute). Subject to the provisions of the Statute, the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000.00, or any claim or judgement, or portion thereof, which, when totaled with all other claims or judgements paid exceeds the sum of $300,000.00. Such indemnification terms represent a concession by the County and is not standard practice for County leases.

The County shall have the right to terminate the Lease early by providing the Landlord written notice of at least 90 days in advance of the termination date.

Edward Marquez
Chief Financial Officer

MEMORANDUM

(Revised)

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

DATE: November 2, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(F)(1)

Please note any items checked.

_______ **"3-Day Rule" for committees applicable if raised**

_______ **6 weeks required between first reading and public hearing**

_______ **4 weeks notification to municipal officials required prior to public hearing**

_______ **Decreases revenues or increases expenditures without balancing budget**

_______ **Budget required**

_______ **Statement of fiscal impact required**

_______ **Statement of social equity required**

_______ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_______ **No committee review**

_______ **Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve**

_______ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _________________________ Mayor

Veto __________

Override __________

Agenda Item No. 8(F)(1)
11-2-21

RESOLUTION NO. R-1025-21

RESOLUTION APPROVING THE TERMS OF A LEASE AGREEMENT BETWEEN AMB HTD-BEACON CENTRE LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS LANDLORD AND MIAMI-DADE COUNTY, AS TENANT, FOR THE PREMISES LOCATED AT 1701 NW 87 AVENUE, SUITES 100 AND 120, DORAL, FLORIDA, TO BE UTILIZED BY THE MIAMI-DADE POLICE DEPARTMENT SPECIAL VICTIMS BUREAU, WITH A TOTAL FISCAL IMPACT TO THE COUNTY ESTIMATED TO BE $2,709,708.20 FOR A FIVE-YEAR TERM; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SAME; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

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

WHEREAS, AMB HTD-Beacon Centre, LLC, a Florida limited liability company ("Landlord"), owns the premises located at 1701 NW 87 Avenue, Suites 100 and 120, Doral, Florida; and

WHEREAS, the County desires to lease the premises located at 1701 NW 87 Avenue, Suites 100 and 120, Doral, Florida, consisting of approximately 28,380 square feet, to be utilized by the Miami-Dade Police Department Special Victims Bureau, with a total cost to the County estimated to be $2,709,708.20 for a term of five years,

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 Agreement between the County and AMB HTD-Beacon Centre, LLC, a Florida limited liability company, for the premises located at 1701 NW 87 Avenue, Suites 100 and 120, Doral, Florida (Folio No: 3530340320010), to be utilized by the Miami-Dade Police Department Special Victims Bureau, with a total cost to the County estimated to be $2,709,708.20, for a five-year term, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or County Mayor's designee to exercise any and all other rights conferred therein including but not limited to the right of termination, and to take all actions necessary to effectuate the Lease Agreement and to execute same for and on behalf of the County.

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Oliver G. Gilbert, III** 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	**absent**
Raquel A. Regalado	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of November, 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

Melissa Adames
By:________________________
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Lauren E. Morse

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), is being entered into and made effective this ____ day of ____________, 2021 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"), by which the Landlord does this day lease unto Tenant, and Tenant does hereby lease from Landlord, the real property consisting of 28,380 square feet of air-conditioned and heated office space, located at 1701 N.W. 87th Avenue, Suites 100 and 120, Doral,
Florida 33172, as shown in the attached Exhibit A ("Premises"), for the initial term of five (5) years, so long as Tenant and Landlord, at all times, remain in compliance with this Lease.

PART I

BASIC LEASE PROVISIONS

The following sets forth basic data hereinafter referred to in this Lease, and where appropriate, constitute definitions of the terms hereinafter listed:

A. TENANT:	Miami-Dade County, a political subdivision of the State of Florida
B. TENANT'S ADDRESS:	111 N.W. First Street, Suite 2460, Miami, Florida 33128
C. LANDLORD:	AMB HTD-Beacon Centre, LLC, a Florida limited liability company
D. PRESENT NOTICE AND RENT PAYMENT MAILING ADDRESS OF LANDLORD:	c/o Prologis 8355 N.W. 12th Street Doral, Florida 33126 With a copy to: Prologis 1800 Wazee Street, Suite 500 Denver, Colorado 80202 Attn: General Counsel All payments due hereunder, including, but not limited to, Rent should be made payable to the Landlord at the first address as identified here in Section D.
E. PROPERTY LOCATION ADDRESS, FOLIO NUMBER AND BUILDING SIZE:	Beacon Centre 21, 1701 N.W. 87th Avenue, Suites 100 and 120, Doral, Florida 33172 Folio Number: 35-3034-032-0010 Building Size: 448,549 square feet
F. PREMISES:	28,380 square feet of air-conditioned and heated office space. Said Premises is identified on the sketch attached hereto and more particularly described in Exhibit A.
G. TERM:	The initial term of this Lease is for five (5) years, commencing on the Effective Date, and expiring five (5) years thereafter.
H. OPTION PERIOD:	Not Applicable
I. EFFECTIVE DATE:	This "Effective Date" shall be on the first day of the month following ten (10) days after the date of its adoption by the Miami-Dade County Board of County Commissioners, unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by the Miami-Dade County Board of County Commissioners. The date on which this Lease becomes effective as provided herein is called the "Effective Date," and expiring five (5) years thereafter (the "Expiration Date").
J. RENT AND RENT SCHEDULE:	At the start of this Lease the Tenant shall pay the Landlord the Monthly Rent of $38,029.20. Commencing on the Effective Date and Expiring on the Expiration Date, Monthly Rent will be increased as shown below:

	Initial Term: **Period (Months)** **Monthly Rent** **Annual Rent** Month 1 – Month 12 $ 38,029.20 $456,350.40 Month 13 – Month 24 $ 39,170.08 $470,040.96 Month 25 – Month 36 $ 40,345.18 $484,142.16 Month 37 – Month 48 $ 41,555.53 $498,666.36 Month 49 – Month 60 $ 42,802.20 $513,626.40
K. RENT COMMENCEMENT DATE:	Commencement of the Rent shall begin on the Effective Date, and then be paid monthly by the Tenant, on the first day of each month during the term of this Lease.
L. FLORIDA SALES TAX:	Tenant represents that at the present time, there is no sales tax on the Rent under Section 212.031, Florida Statues, because of Tenant's status as a government entity.
M. ADDITIONAL RENT	Tenant agrees to reimburse the Landlord for its pro rata share consisting of 6.11% in real estate taxes, including Assessments (as described in Section 17) relating to the building and/or the land.
N. PERMITTED USE:	The area of the Premises shall be used as office space by the Tenant for the Miami-Dade County Police Department.
O. SECURITY DEPOSIT:	None
P. RENT INCREASES:	Commencing on the anniversary of the Effective Date, the Rent will be increased as described above in Section J, the Rent and Rent Schedule Section.
Q. UTILITIES AND MAINTENANCE:	Landlord, during the term of this Lease, shall maintain a commercial HVAC system maintenance contract. Landlord, during the term hereof, shall pay for all charges for water, waste disposal services, trash disposal, janitorial services and electricity related to the Premises.
R. EARLY TERMINATION	Tenant shall have the right to terminate the Lease at any time, and for any cause, by providing to the Landlord notice of termination, to be effective ninety (90) days after delivery.

This Lease consists of the foregoing introductory paragraphs, constituting the Basic Lease Provisions (consisting of paragraphs A through R), 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

PART II

Terms and Conditions

SECTION 1. DECRIPTION OF PREMISES: The Landlord hereby leases to the Tenant, and the Tenant hereby rents from the Landlord the following:

1701 N.W. 87th Avenue, Suites 100 and 120, Doral, Florida 33172, consisting of 28,380 square feet of air conditioned and heated office space ("Premises"). The Premises is depicted on the attached diagram, marked Exhibit "A," and is incorporated herein by reference.

The Tenant is fully aware of the size of the Premises and has determined that it is sufficiently suited for its intended purposes.

Tenant may park operable vehicles in those areas of the Project (defined as Beacon Centre 21) designated for non-reserved parking. Landlord may allocate parking spaces among Tenant and other tenants if Landlord reasonably determines such allocation is beneficial to the Project. Landlord shall not be responsible for enforcing Tenant's parking rights against any third-parties. Tenant shall have the right to park operable vehicles and trailers overnight at the truck loading docks and designated truck and trailer parking areas for the Premises, provided there is no interference with the access of other tenants to the building and Project parking lots and truck courts. If Tenant fails to comply with any of the foregoing parking requirements, and such failure continues for more than three (3) days after notice from Landlord, Landlord may, in addition to any other rights herein, cause any vehicles in violation of such requirements to be towed at Tenant's sole cost and expense and without liability to Landlord. Notwithstanding the provisions of this Section, Landlord agrees that Tenant shall at all times during the term be entitled to the use of fourteen (14) parking spaces as shown on Exhibit A (but without imposing any obligation on Landlord to prevent third parties from using such parking spaces). "Common Areas" shall mean all areas of the Project for the common use or benefit of the tenants of the Project and their employees, agents, and other invitees, including, without limitation: all parking areas, pedestrian walkways, landscaped areas, driveways and access roads, entrances and exits. Tenant and its employees and business invitees shall be entitled to the non-exclusive use of the Common Areas during the term, in common with Landlord and with other persons authorized by Landlord from time to time to use the Common Areas, subject to the Rules and Regulations (as defined below).

SECTION 2. TERM: The initial term of this Lease shall be for a period of five (5) years, and shall begin on the first day of the month following ten (10) days after the date of its adoption by the Miami-Dade County Board of County Commissioners, unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by the Miami-Dade County Board of County Commissioners. The date marking the beginning of the Lease shall be the Effective Date ("Effective Date"), and shall be memorialized in a letter of commencement from Tenant to Landlord.

Early Cancellation by the Tenant. The Tenant shall have the right to terminate the Lease at any time, and for any cause, by giving the Landlord notice of termination to be effective ninety (90) days after delivery.

SECTION 3. OPTION PERIOD: Intentionally Deleted

SECTION 4. HOLDOVER: If Tenant remains in the Premises for any time period beyond the expiration of this Lease (which shall include Tenant's failure to deliver the keys to the Landlord), such holding over shall be without right and shall not be deemed to create any tenancy, but Tenant shall be a tenant at sufferance only and Landlord shall be entitled to collect, in addition to any other remedies or amounts due under the terms of this Lease, an amount equal to 100% of the Monthly Rent, as charged for the month preceding the expiration of this Lease, as compensation for such holdover for the initial 6 months of such holdover, and thereafter Landlord shall be entitled to collect, in addition to any other remedies or amounts due under the terms of this Lease, an amount equal to 105% of the Monthly Rent, as charged for the month preceding the expiration of this Lease, as compensation for such holdover (regardless of the length of Tenant's unauthorized holdover) as well as Tenant shall comply with all other terms and conditions of this Lease. In addition, Tenant shall be liable for all damages incurred by Landlord as a result of such holding over. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided, and this Paragraph shall not be construed as consent for Tenant to retain possession of the Premises. For purposes of this Paragraph, "possession of the Premises" shall continue until, among other things, Tenant has delivered all keys to the Premises to Landlord, Landlord has complete control over the Premises, and Tenant has completely fulfilled all obligations required of it upon termination of the Lease, including, without limitation, those concerning the condition and repair of the Premises.

SECTION 5. RENT: The Tenant's obligation to pay Rent, shall begin on the Effective Date.

The Tenant shall pay to the Landlord Rent for the Premises in accordance with the Rent Schedule outlined in Section J of the Basic Lease Provisions.

Tenant shall lease the Premises at and for the agreed Rent payable in advance on the first day of each and every month, starting on the Effective Date. At all times after the Effective Date, the Tenant shall be governed by and subject to all of the provisions, covenants and conditions of this Lease.

Tenant shall remit to Landlord all payments for Rent on or before the first day of each and every month in advance without demand at the Rent Payment Address listed in the Basic Lease Provisions, or at such other place and to such other person, as Landlord may from time to time designate in writing. Rent shall be paid in advance of the 1st day of each month, 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.

All Payments due under the terms of this Lease for partial months within the term shall be prorated in the same ratio that the number of days during which Tenant occupies the Premises in any such month bears to a 30 day month.

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"). The obligation of Tenant to pay Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations.

SECTION 6. PERMITTED USE: It is hereby understood and agreed that the use of the Premises is limited to the Permitted Use described in the Basic Lease Provisions and for no other purposes.

SECTION 7. ASSIGNMENT-SUBLEASING: Except for the use of the Premises by a different department or agency of the Tenant, the Tenant shall not mortgage, pledge, encumber, assign this Lease, or sublet (which term, without limitation, shall include the granting of concessions, licenses, and the like, except for licensed vending machines for food or drink in designated areas) the Premises, or any part thereof, without Landlord's prior written consent, which may 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. In the event Landlord provides its written consent for an assignment or sublease, Landlord shall receive one hundred (100%) percent of any excess Rent which is derived from the proposed transaction (including any fee, payment, etc. that Tenant receives in connection with any assignment and/or sublet). In any case whereby Landlord shall consent to such proposed subletting or assignment, Tenant named hereunder shall remain fully liable for the obligations of Tenant hereunder, including, without limitation, the obligation to pay the entire amount of the Rent, and other amounts provided herein. No assignment or subletting shall be valid or effective unless and until the assignee or subtenant, respectively, shall covenant in writing with Landlord, to the reasonable satisfaction of Landlord, to be bound directly to Landlord for the performance of all tenant covenants contained herein. As part of Landlord's approval process for any assignment or sublet, to a non-governmental entity, the Landlord may require one or more of the following: (A) a Security Deposit from the assignee/sub-tenant in the amount determined by Landlord; and/or (B) financial and other information about the assignee/sub-tenant.

SECTION 8. TENANT'S RESPONSIBILITIES; PERSONAL PROPERTY: Tenant agrees to use and occupy the Premises as it is herein given the right to use at its own risk; and that, except for the negligence or willful misconduct of Landlord and/or Landlord's agents, Landlord shall have no responsibility or liability for any loss of or damage to Tenant's leasehold improvements or to fixtures or other personal property of Tenant (collectively, "Tenant's Property") or those claiming by, through or under Tenant. The provisions of this Section shall apply during the whole of the term hereof, and in view of any permission given to Tenant to install fixtures and do certain work prior to the Effective Date, shall also apply at all times prior to the Effective Date.

SECTION 9. COMPLIANCE WITH LAWS; GOVERNMENTAL APPROVALS: Landlord and Tenant shall promptly comply with all applicable statutes, ordinances, rules, orders, regulations and requirements of any applicable federal, state, and city government and of any and all of their departments and bureaus including any taxing authority or utility. LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING TENANT'S PROPOSED USE OF THE PREMISES AND THE GOVERNMENTAL APPROVALS NECESSARY THEREFORE.

SECTION 10. TENANT'S DEFAULT: Each of the following events shall be an event of default ("Event of Default") by Tenant under this Lease:

a) Tenant shall fail to pay any installment of Base Rent, or any other payment required herein when due, and such failure shall continue for a period of five (5) days after written notice from Landlord to Tenant that such payment was due; provided, however, that Landlord shall not be obligated to provide written notice of such failure more than two (2) times in any consecutive twelve (12)-month period, and the failure of Tenant to pay any third or subsequent installment of Base Rent or any other payment required herein when due in any consecutive twelve (12)-month period shall constitute an Event of Default by Tenant under this Lease without the requirement of notice or opportunity to cure; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under applicable law.

b) Tenant or any guarantor or surety of Tenant's obligations hereunder shall (A) make a general assignment for the benefit of creditors; (B) commence any case, proceeding or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property (collectively a "proceeding for relief"); (C) become the subject of any proceeding for relief which is not dismissed within 60 days of its filing or entry; or (D) die or suffer a legal disability (if Tenant, guarantor, or surety is an individual) or be dissolved or otherwise fail to maintain its legal existence (if Tenant, guarantor or surety is a corporation, partnership or other entity).

c) Tenant fails to timely deliver to Landlord any certificate of insurance as required under Section 30(b) of the Lease or in lieu thereof a letter specifying Tenant is self-insuring in accordance with the terms of this Lease.

d) Tenant shall vacate the Premises and fail to make arrangements reasonably acceptable to Landlord to ensure that (a) the Premises are secured and not subject to vandalism, and (b) the Premises will be properly maintained and maintaining the utility services. Tenant shall inspect the Premises at least monthly and report to Landlord in the event the condition of the Premises has adversely changed.

e) Tenant shall assign, sublease or transfer Tenant's interest in this Lease except as permitted in this Lease.

f) Tenant shall fail to discharge any lien placed upon the Premises or building in violation of this Lease within twenty (20) days after any such lien or encumbrance is filed against the Premises.

g) Tenant shall fail to comply with any provision of this Lease other than those specifically referred to in this Paragraph, and such default shall continue for more than thirty (30) days after Landlord has given Tenant written notice of such default except as otherwise provided herein (said notice being in lieu of, and not in addition to, any notice required as a prerequisite to a forcible entry and detainer or similar action for possession of the Premises).

Upon each occurrence of an Event of Default and so long as such Event of Default shall be continuing, Landlord may at any time elect to: (a) after judicial proceeding terminate this Lease or Tenant's right of possession, (but Tenant shall remain liable as hereinafter provided), and/or (b) pursue any other remedies at law or in equity. Upon the termination of this Lease or termination of Tenant's right of possession, it shall be lawful for Landlord, without formal demand or notice of any kind, to re-enter the Premises by summary dispossession proceedings or any other action or proceeding authorized by law and to remove Tenant and all persons and property therefrom. If Landlord re-enters the Premises, Landlord shall have the right to keep in place and use, or remove and store, all property at the Premises.

If Landlord terminates this Lease, Landlord may recover from Tenant the sum of: all Base Rent and all other amounts accrued hereunder to the date of such termination; the value of the Base Rent for any periods of abated Monthly Base Rent based on the Monthly Base Rent amount that immediately follows such period of abatement; the cost of reletting the whole or any part of the Premises, including without limitation brokerage fees and/or leasing commissions incurred by Landlord, and costs of removing and storing property, repairing or altering the Premises for a new tenant(s) and all reasonable expenses incurred by Landlord in pursuing its remedies (except attorneys' fees), and the excess of the then present value of the Base Rent, and other amounts payable by Tenant under this Lease applicable during the period following the termination of this Lease to the Expiration Date stated in this Lease, over the present value of any net amounts which Tenant establishes Landlord can reasonably expect to recover by reletting the Premises for such period, taking into consideration the availability of acceptable tenants and other market conditions affecting leasing. Such present values shall be calculated at a discount rate equal to the 90-day U.S. Treasury bill rate at the date of such termination.

If Landlord terminates Tenant's right of possession (but not this Lease), Landlord may, but shall be under no obligation to, relet the Premises for the account of Tenant for such rent and upon such terms as shall be satisfactory to Landlord without thereby releasing Tenant from any liability hereunder and without demand or notice of any kind to Tenant. Any reletting of the Premises shall be on such terms and conditions as Landlord in its sole discretion may determine (including without limitation a term different than the remaining Lease Term, rental concessions, alterations and repair of the Premises, lease of less than the entire Premises to any tenant and leasing any or all other portions of the Project before reletting the Premises). Landlord shall not be liable, nor shall Tenant's obligations hereunder be diminished because of, Landlord's failure to relet the Premises or collect rent due in respect of such reletting. For the purpose of such reletting Landlord is authorized to make any repairs, changes, alterations, or additions in or to the Premises as Landlord deems reasonably necessary or desirable. If the Premises are not relet, then Tenant shall pay to Landlord as damages a sum equal to the amount of the rental reserved in this Lease for such period or periods, plus the cost of recovering possession of the Premises, the unpaid Base Rent and other amounts accrued hereunder at the time of repossession, and the costs incurred in any attempt by Landlord to relet the Premises. If the Premises are relet and a sufficient sum shall not be realized from such reletting [after first deducting therefrom, for retention by Landlord, the unpaid Base Rent and other amounts accrued hereunder at the time of reletting, the cost of recovering possession, all of the costs and expense of repairs, changes, alterations, and additions, the expense of such reletting (including without limitation brokerage fees and leasing commissions) and the cost of collection of the rent accruing therefrom] to satisfy the rent provided for in this Lease to be paid, then Tenant shall immediately satisfy and pay any such deficiency. Any such payments due Landlord shall be made upon demand and Tenant agrees that Landlord may file suit to recover any sums as they become due. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect in writing to terminate this Lease for such previous breach.

Landlord's exercise of any remedies shall not be deemed to be an acceptance of surrender of the Premises and/or a termination of this Lease by Landlord except by written agreement of Landlord and Tenant. Any law, usage, or custom to the contrary notwithstanding, Landlord shall have the right at all times to enforce the provisions of this Lease in strict accordance with the terms hereof; and the failure of Landlord at any time to enforce its rights under this Lease strictly in accordance the terms hereof shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions, and covenants of this Lease or as having modified the same. Tenant and Landlord further agree that forbearance or waiver by Landlord to enforce its rights pursuant to this Lease or at law or in equity, shall not be a waiver of Landlord's right to enforce one or more of its rights in connection with any subsequent Event of Default. Receipt by Landlord of rent or other payment with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. To the greatest extent permitted by law, Tenant waives all right of redemption in case Tenant shall be dispossessed by a judgment or by warrant of any court or judge. The terms "enter," "re-enter," "entry" or "re-entry," as used in this Lease, are not restricted to their technical legal meanings.

SECTION 11. LANDLORD'S DEFAULT: It shall be an event of default of this Lease by the Landlord if, except as otherwise provided in this Lease, the Landlord fails to observe or perform any of the stipulations, terms, covenants and/or conditions of this Lease to be observed or performed by the Landlord, where such failure shall continue for a period of thirty (30) days after written notice thereof from Tenant to Landlord; provided, however, that if the nature of Landlord's non-compliance is such that more than thirty (30) days are reasonably required for its cure, then the Landlord shall not be deemed in default if the Landlord commenced such cure within the thirty (30) day period and thereafter diligently pursues such cure to completion. 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.

SECTION 12. Intentionally deleted.

SECTION 13. Intentionally deleted.

SECTION 14. ABANDONMENT: If Tenant shall abandon or vacate the Premises before the end of the term of this Lease (except in the event Tenant elects to close the Premises temporarily for the purpose of remodeling same for no more than ninety (90) days, or in the instance of a Casualty Event (as described below), or damage or destruction of the Premises (or such longer period upon prior written permission of Landlord), the same shall be an Event of Default and Landlord may exercise any remedies available to Landlord under the terms of this Lease.

SECTION 15. ATTORNEYS' FEES AND EXPENSES: 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

SECTION 16. UTILITIES: During the term hereof, Landlord shall pay for pay all charges for water, waste disposal services, trash disposal, janitorial services and electricity.

SECTION 17. REAL ESTATE TAXES: 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. Tenant shall pay its Florida Sales Tax, if applicable, on a monthly basis along with its payment of Base Rent and Taxes. The term "Assessments" for which the Tenant shall be responsible for, shall include any and all so-called special assessments, levy, charge, or tax imposed by any authority having the direct power to tax, including and city, county, state, or federal government, or any school, other improvement or special district thereof, against the building, and/or the land upon with the building is situated.

During each month of the Term, on the same date that Base Rent is due, Tenant shall pay Landlord an amount equal to 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. 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 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 6.11%

SECTION 18. MAINTENANCE AND REPAIRS: 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 plumbing, HVAC systems, 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 gross negligence or intentional or willful act of the Tenant, its agents, employees, contractors, 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 maintain and keep in good order, condition, and repair the exterior and structural portions on the building, including, but not limited to, the roof; all exterior doors; plumbing outside of the Premises; the building ventilation system; fire alarm systems (excluding systems installed by Tenant); landscaping; walkways; pathways; sidewalks; and parking lot area(s). Landlord, during the term of this Lease, shall maintain a commercial HVAC system maintenance contract, for the HVAC system that serves the Premises.

The Landlord shall make any and all repairs within a reasonable period following receipt of notice of the need thereof from the Tenant. The Landlord shall comply with any and all building and zoning codes, as applicable.

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), Tenant shall have the right to make such temporary, emergency repairs to the Premises as may be reasonably necessary to prevent such material damage to the equipment or property of Tenant situated in the Premises, or such personal injury to Tenant's employees, provided Tenant has no reasonable alternative and has notified or attempted in good faith to notify Landlord's representative of such emergency by telephone (with subsequent written notice as soon as practicable). The provisions of this paragraph do not constitute an authorization by Landlord for Tenant to enter the premises of any other tenant of the Project, and Tenant has not been designated as Landlord's agent for the purposes of any such entry. Landlord shall reimburse Tenant for the reasonable, out-of-pocket costs incurred by Tenant in making such emergency repairs to the Premises, up to (but not to exceed) $10,000.00 with respect to each such occurrence, within thirty (30) days after submission by Tenant to Landlord of an invoice therefore, accompanied by reasonable supporting documentation for the costs so incurred.

The Tenant, at Tenant's sole cost and expense, shall, except for services furnished or otherwise provided by the Landlord, maintain the Premises, including, but not limited to, all areas, improvements and systems exclusively serving the Premises, the plumbing, water and sewer lines within the Premises, entries, doors, ceilings, windows, and interior walls, 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). Further, the Tenant shall pay for the cost of any repairs, or replacements to the Premises made necessary by Tenant, or any of its agents, vendors, employees, contractors, 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 five (5) 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 five (5) 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, replacement and repairs. Landlord shall have no liability to Tenant for any incidental damage, inconvenience, or interference as a result of performing any such work on or about the Premises.

Notwithstanding anything contained herein to the contrary, in the event that such interruption or cessation of utilities results from Landlord's negligent or willful act or omission, and continues beyond five (5) consecutive business days from the date of such interruption or cessation, then, provided Tenant has delivered Landlord with prompt notice of such interruption, the rent under this Lease will abate, commencing on the sixth (6th) consecutive business day the Premises remain untenantable, and continuing until the date on which the utilities are restored and the Premises are again tenantable. No abatement of rentals as hereinabove described will apply in the event such interruption of utilities is the result of Tenant's alterations to the Premises, or any grossly negligent act or omission of Tenant, its agents, employees or contractors.

Landlord shall arrange for the regular pick up of trash and garbage from the designated dumpster. The Tenant shall not permit rubbish, refuse, or garbage to accumulate within the Premises, or cause fire hazards to exist in the Premises.

SECTION 19. LANDLORD'S ACCESS: Landlord and its agents, representatives, and contractors may enter the Premises at any reasonable time, to inspect the Premises, for any business purpose, and, during the last year of the term, to show the Premises to prospective tenants. Landlord may erect a suitable sign on the Premises stating the Premises are available to lease or that the Project is available for sale. Landlord may grant easements, make public dedications, designate and modify common areas and create restrictions affecting the Project, provided that no such easement, dedication, designation, modification or restriction materially interferes with Tenant's use or occupancy of the Premises. At Landlord's request, Tenant shall execute such instruments as may be necessary for such easements, dedications or restrictions. Landlord shall not enter the Premises for the purposes stated in this Paragraph without providing at least 24 hour written notice (e-mail, followed by telephonic notice, is acceptable written notice and will be considered delivered when sent) to Tenant, unless an emergency circumstance exists 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. Landlord agrees that Landlord shall use commercially reasonable efforts to not materially interfere with Tenant's use or occupancy of the Premises during such inspection and showing.

SECTION 20. ACCEPTANCE OF PREMISES AND REPAIR: Tenant hereby accepts the Premises in the condition that it is in as of the Effective Date.

Tenant agrees to maintain the Premises in the same general condition, order and repair as it was delivered to Tenant under the prior Lease, excepting only reasonable wear and tear arising from the use thereof under this Lease.

If any damage occurs to the Premises, the Tenant will notify the Landlord of such damage in writing. If the Tenant is solely responsible for making such repairs, then Tenant, or its agent or contractor, shall perform such repair work. Additionally, Tenant accepts all equipment and accessories in the condition they have been delivered on the Effective Date, with no representation or warranties from Landlord, except that Landlord shall use reasonable efforts to enforce any warranties related to any newly purchased equipment and accessories, acquired by the Landlord for the Premises. In addition to the foregoing, Tenant, at its sole cost and expense, shall do the following:

a. In the event that any doors are destroyed or damaged all doors (including, but not limited to, any hardware, frames or other items related to the doors), shall be replaced or repaired to like-new condition by the Tenant.

b. For any specially purchased and installed HVAC equipment (not dehumidifiers), for the Tenant, which is additional to the regular HVAC system for the Premises, the Tenant shall be responsible for such HVAC equipment, and shall secure a service contract to regularly and properly maintain such HVAC equipment.

SECTION 21. TENANT IMPROVEMENTS; INSTALLATION AND REPAIRS BY TENANT: Any alterations, additions, or improvements made by, or on behalf of, Tenant to the Premises ("Tenant-Made Alterations") shall be subject to Landlord's prior written consent and approval of the plans, not to be unreasonably withheld, delayed or conditioned provided that such alteration does not materially affect the structure or the roof of the building, modify the exterior of the building, or modify the utility or mechanical systems of the Project. Tenant shall cause, at its expense, all Tenant-Made Alterations to: (a) be constructed in a good and workmanlike manner by its own labor force, or by contractors reasonably acceptable to Landlord using only good grades of materials, and (b) comply with Landlord's insurance requirements and Legal Requirements. Tenant shall reimburse Landlord for its reasonable out-of-pocket costs in reviewing plans and specifications and for monitoring construction. Landlord's right to review plans and specifications and to monitor construction shall be solely for its own benefit, and Landlord shall have no duty to see that such plans and specifications or construction comply with legal requirements when utilizing third-party contractors. Tenant shall provide Landlord with the names and mailing addresses of all persons performing work or supplying materials, prior to beginning such construction, and Landlord may post on and about the Premises notices of non-responsibility pursuant to applicable law. Tenant shall cause its contractor to provide certificates of insurance for worker's compensation, including a waiver of subrogation in favor of the Landlord, and commercial general liability in an amount equal to $2,000,000 from an insurance company satisfactory to Landlord, including a provision of additional insured status for the Landlord, from any contractor completing work on Tenant-Made Alterations. Upon completion of any Tenant-Made Alterations, Tenant shall deliver to Landlord all final lien waivers from all contractors and subcontractors who did work on the Tenant-Made Alterations. Upon surrender of the Premises all Tenant-Made Alterations and any leasehold improvements constructed by Landlord or Tenant shall remain on the Premises as Landlord's property, except to the extent Landlord requires removal, in which case, at Tenant's expense, Tenant shall repair any damage caused by such removal.

SECTION 22. HOLD HARMLESS: 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.

SECTION 23. ACCORD AND SATISFACTION: Unless otherwise agreed to in this Lease, no payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent due hereunder shall be deemed to be other than on account of the earliest stipulated Rent due, or shall any endorsement or statement or any check or any letter accompanying any payment as Rent be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided herein or by law. Any letter accompanying such payment that such lesser amount is payment in full shall be given no effect, and Landlord may accept such payment without prejudice to any other rights or remedies which Landlord may have against Tenant, unless the Tenant is authorized to do so in accordance with this Lease.

SECTION 24. BINDING TERMS: This Lease shall bind Landlord and Tenant and their respective assigns or successors, heirs, assigns, personal representatives, or successors, as the case may be. The reference in the preceding sentence to the successors and assigns of Tenant is not intended to constitute consent to any assignment by Tenant, but as a reference only to those instances in which Landlord may later give written consent to a particular assignment.

SECTION 25. TIME OF ESSENCE: It is understood and agreed between the parties hereto that time is of the essence regarding this Lease and this applies to all terms and conditions contained herein.

SECTION 26. NOTICE: All notices by the Landlord or the Tenant, to the other party, shall be delivered by either hand delivery or email (to the email address listed below, if provided), or by a nationally recognized courier, such as Federal Express or DHL, or by the United States Postal Service, sent Certified Mail, return receipt requested, postage prepaid, and addressed to the party as follows:

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
Frederick.Villari@miamidade.gov

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

TO LANDLORD:
AMB HTD-Beacon Centre, LLC
c/o Prologis
8355 N.W. 12th Street
Doral, Florida 33126

WITH A COPY TO:
AMB HTD-Beacon Centre, LLC
c/o Prologis
1800 Wazee Street, Suite 500
Denver, Colorado 80202
Attn: 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 signed by the recipient, the notice shall be deemed served on the date of such delivery. If notice is sent by courier, or by Certified Mail, then notice shall be deemed served three (3) business days after the date the notice was given to the courier or deposited in the United States Post Office receptacle, unless proof of earlier delivery is obtained or provided.

SECTION 27. NUISANCE; WASTE: Tenant shall not commit any waste upon the Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any neighboring property owner or tenant, or which may adversely affect Landlord's fee interest in the Premises. No loudspeakers, stereos, machinery, mechanical apparatus, or other devices shall be used or allowed to operate in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord. Tenant shall ensure, at its sole cost and expense, that it operates in a manner such that any odors, smells or noise emanating from its use of the Premises do not impact or affect neighboring property owners or tenants. Remedial measures shall include, without limitation, installing appropriate ventilation systems and/or insulation to mitigate such odors, smells or noise, as the case may be. Tenant covenants and agrees to prevent the Premises from being used in a way which will injure the reputation of the Landlord or of the Premises, or which may be a nuisance, annoyance, inconvenience, or damage to the neighboring property owners, including, without limiting the generality of the foregoing, noise by the playing of any musical instrument, radio or television, or the use of microphone, loudspeaker, electrical equipment, or other equipment outside the Premises or any other noise or odors (e.g., smoking) from patrons of Tenant.

Tenant shall comply with all reasonable rules and regulations established by Landlord covering use of the Premises and the Project. The current Project rules and regulations are attached hereto as Exhibit B. Landlord shall not have any liability or obligation for the breach of any rules or regulations by other tenants in the Project.

SECTION 28. RIGHTS OF THE PARTIES: The rights of the parties under this Lease shall be cumulative, and failure on the part of either party to exercise promptly any rights given hereunder shall not operate as a waiver of any of such party's rights.

SECTION 29. LANDLORD'S REPRESENTATIONS AND COVENANTS: The Landlord represents and covenants to the Tenant the following 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 the 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 beneficial owner of the Premises.

SECTION 30. INSURANCE:

(a) Landlord's Insurance. The Landlord will, during the term of this Lease, 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 Project 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 be, 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 Project.

SECTION 31. LANDLORD'S WORK ON BEHALF OF TENANT; ADDITIONAL RENT: It is understood and agreed between the parties hereto that any charges against Tenant by Landlord for services or for work done on the Premises by order of Tenant or otherwise accruing under this Lease (including for maintenance, repair, and/or replacements) shall be considered Additional Rent due and shall be included in any lien for Rent due and unpaid. Further, the parties hereby agree that before the Landlord undertakes any additional work for the Tenant not described, or otherwise contemplated by this Lease, for which the Landlord will seek compensation and/or reimbursement, the Landlord shall first obtain the request for such work from the Tenant in writing. And absent such written documentation, the Landlord shall not be entitled to any type of compensation and/or reimbursement by the Tenant.

SECTION 32. HAZARDOUS MATERIALS: Except for Hazardous Materials contained in products used by Tenant in de minimis quantities for ordinary cleaning and office purposes, and contained in products stored and/or distributed during Tenant's normal course of business in their original, sealed, and unopened containers, Tenant shall not permit or cause any party to bring any Hazardous Material upon the Premises or transport, store, use, generate, manufacture or release any Hazardous Material in or about the Premises without Landlord's prior written consent. Tenant, at its sole cost and expense, shall operate its business in the Premises in strict compliance with all Environmental Requirements and shall remediate in a manner satisfactory to Landlord any Hazardous Materials released on or from the Project by Tenant, its agents, employees, contractors, subtenants or invitees ("Tenant Parties"). Tenant shall complete and certify disclosure statements requested by Landlord relating to Tenant's transportation, storage, use, generation, manufacture or release of Hazardous Materials on the Premises. The term "Environmental Requirements" means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any governmental authority or agency regulating or relating to health, safety, or environmental conditions on, under, or about the Premises or the environment, including without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder. The term "Hazardous Materials" means and includes any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic, under any Environmental Requirements, asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). As defined in Environmental Requirements, Tenant is and shall be deemed to be the "operator" of Tenant's "facility" and the "owner" of all Hazardous Materials brought on the Premises by Tenant, its agents, employees, contractors or invitees, and the wastes, by-products, or residues generated, resulting, or produced therefrom. No cure or grace period provided in this Lease shall apply to Tenant's obligations to promptly commence and diligently pursue its remediation obligations in accordance with the terms and conditions of this Paragraph.

Notwithstanding anything to the contrary in this Paragraph, Tenant shall have no liability of any kind to Landlord as to Hazardous Materials on the Premises caused or permitted by (i) Landlord, its agents, employees, contractors or invitees; or (ii) any other tenants in the Project or their agents, employees, contractors, subtenants, assignees or invitees.

Tenant shall indemnify, defend, and hold the Landlord Parties harmless, only to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute, from and against any and all losses (including, without limitation, diminution in value of the Premises or the Project and loss of rental income from the Project), claims, demands, actions, suits, damages (including, without limitation, punitive damages), expenses (including, without limitation, remediation, removal, repair, corrective action, or cleanup expenses), and costs (including, without limitation, actual attorneys' fees, consultant fees or expert fees and including, without limitation, removal or management of any asbestos brought into the premises or disturbed in breach of the requirements of this Paragraph, regardless of whether such removal or management is required by law) which are brought or recoverable against, or suffered or incurred by Landlord as a result of any release of Hazardous Materials for which Tenant is obligated to remediate as provided above or any other breach of the requirements under this Paragraph by Tenant, or Tenant Parties, regardless of whether Tenant had knowledge of such noncompliance. The obligations of Tenant under this Paragraph shall survive any termination of this Lease.

Landlord shall have access to, and a right to perform inspections and tests of, the Premises to determine Tenant's compliance with Environmental Requirements, its obligations under this Paragraph, or the environmental condition of the Premises. Tenant shall reimburse Landlord for the reasonable cost of such inspection and tests if such inspections or tests reveal that Tenant has not complied with any Environmental Requirement. Landlord's receipt of or satisfaction with any environmental assessment in no way waives any rights that Landlord holds against Tenant.

SECTION 33. PARTIES STATUS: Tenant represents that it is a government entity, a political subdivision of the State of Florida, either at the time of the execution of this Lease or thereafter, and such status as a government entity shall be maintained during the term of this Lease. In the event the Tenant fails to maintain its status as a government entity, the Landlord shall have the express authorization, at its sole option, to declare this Lease in default or cancel this Lease.

The Landlord represents that it is a business entity, organized and licensed to do business in both the State of Florida, and specifically in Miami-Dade County, if applicable. The Landlord acknowledges and agrees that at all times during the term of this Lease when Landlord is the Landlord under the terms of the Lease, Landlord shall maintain its corporate status as active and current with the appropriate state authorities and in the event the Landlord fails to maintain such status, the Tenant shall have the express authorization, at its sole option, to declare this Lease in default.

SECTION 34. REPRESENTATIONS/WARRANTIES: If a party executes this Lease as a corporation, limited liability company or a partnership, then the party and the persons executing this Lease on its behalf, represent and warrant that the individuals executing the Lease on its behalf are duly authorized to execute and deliver the Lease on its behalf in accordance with the organizational documents, and that this Lease is binding upon it in accordance with its terms. Each party further warrants that it has the full legal power and authority to execute and enter into this Lease and to perform all of its obligations hereunder, and the execution and commencement of this Lease, and the performance of its obligations hereunder will not conflict with or result in a breach of, or constitute a default, under any agreement, instrument, judgment, order or decree to which it is a party or to which it may be subject. In the event either party fails to operate as an active corporation, limited liability company or partnership, or government entity, as the case may be, at any time, without limiting the foregoing, in the event of any such breach of warranty, covenant or representation, the other party may, in addition to any other remedy, may terminate this Lease by written notice to the other party.

SECTION 35. SUBORDINATION: Landlord and Tenant hereby agree that this Lease shall be automatically subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, or any other lien or liens placed on the property of which the Premises are a part and Tenant shall, when requested, promptly execute and deliver such written instruments that shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or such other instruments in the nature of a mortgage. Specifically, if requested by Landlord's lender, Tenant shall execute a subordination, non-disturbance and attornment agreement ("SNDA") on Lender's form within twenty (20) business days of such request. Landlord represents to Tenant that as of the date hereof the building is not subject to or encumbered by a mortgage.

SECTION 36. FINANCING AGREEMENTS: Tenant shall not enter into, execute or deliver any financing agreement that can be considered as a priority to any mortgage or deed of trust that Landlord may have placed, or places in the future, upon the Premises.

SECTION 37. LIENS: Tenant as the result of any of its actions, shall not permit any type of lien to be filed against the Premises for any reason whatsoever. This includes any type of lien for materials, labor, utilities or anything related to the Premises. If, for whatever reason, any mechanic's or other lien shall be filed against the Premises, purporting to be for labor or materials furnished or to be furnished by or at the request of Tenant, then Tenant shall, at its expense, cause such lien to be discharged of record by payment, bond or otherwise as allowed by law, within ten (10) days after the filing thereof. If Tenant shall fail to cause such lien to be discharged of record within such ten (10) day period, Landlord, in addition to any other rights and remedies, may, but shall not be obligated to, cause such lien to be discharged by payment, bond or otherwise, without investigation as to the validity thereof or as to any offsets or defenses thereto, and Tenant shall, upon written demand, promptly within ten (10) days, pay to Landlord a sum equal to the amount of such lien(s) and reimburse Landlord for all amounts paid and costs incurred, including reasonable attorneys' fees and interest thereon at the maximum legal rate from the respective dates of Landlord's payment in having such lien discharged of record and, further, Tenant shall otherwise indemnify and save Landlord harmless from any claim or damage resulting therefrom. Tenant shall deliver to

Landlord all necessary lien releases and waivers confirming that Tenant has paid its contractors and sub-contractors (collectively "Contractors") in full for any work performed by Contractors for Tenant, and further that the Contractors release and waive any possible claims against the Premises associated with their work. The obligations in this Section shall survive the expiration or early termination of this Lease.

SECTION 38. CASUALTY (NATURAL DISASTER) AND EMINENT DOMAIN (CONDEMNATION): If at any time during the term the Premises are damaged by a fire or other casualty, Landlord shall notify Tenant within sixty (60) days after such damage as to the amount of time Landlord reasonably estimates it will take to restore the Premises. If the restoration time is estimated to exceed six (6) months, either Landlord or Tenant may elect to terminate this Lease upon notice to the other party given no later than thirty (30) days after Landlord's notice. If neither party elects to terminate this Lease, or if Landlord estimates that restoration will take six (6) months or less, then Landlord shall, subject to delays arising from the collection of insurance proceeds or from events of Force Majeure, restore the Premises, excluding any Tenant-Made Alterations. Tenant at Tenant's expense may, at its election, perform subject to delays arising from the collection of insurance proceeds, or from Force Majeure events, all repairs or restoration not required to be done by Landlord. Notwithstanding the foregoing, either party may terminate this Lease if the Premises are damaged during the last year of the term and Landlord reasonably estimates that it will take more than one month to repair such damage. With respect to any damage to the Premises attributable to Tenant, Tenant shall pay Landlord's deductible with respect to its insurance policy, not to exceed $25,000, no later than thirty (30) days following receipt of an invoice for such amount. Base Rent shall be abated for the period of repair and restoration commencing on the date of such casualty event in the proportion which the area of the Premises, if any, which is not usable by Tenant bears to the total area of the Premises. Such abatement shall be the sole remedy of Tenant, and except as provided herein, Tenant waives any right to terminate the Lease by reason of damage or casualty loss.

If any part of the Premises or the Project should be taken for any public or quasi public use under governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a "Taking" or "Taken"), and the Taking would materially interfere with or impair Landlord's ownership or operation of the Project, then upon written notice by Landlord this Lease shall terminate and Base Rent shall be apportioned as of said date. If part of the Premises shall be Taken, and this Lease is not terminated as provided above, the Base Rent payable hereunder during the unexpired term shall be reduced to such extent as may be fair and reasonable under the circumstances. In the event of any such Taking, Landlord shall be entitled to receive the entire price or award from any such Taking without any payment to Tenant, and Tenant hereby assigns to Landlord Tenant's interest, if any, in such award. Tenant shall have the right, to the extent that same shall not diminish Landlord's award, to make a separate claim against the condemning authority (but not Landlord) for such compensation as may be separately awarded or recoverable by Tenant for moving expenses and damage to Tenant's Trade Fixtures.

SECTION 39. OPERATION OF PREMISES: Tenant shall not abandon the Premises, irrespective of the payment of Rent, during the term of this Lease or any extension thereof. In the event of abandonment, meaning the Tenant has not occupied the Premises for a period of more than ninety (90) days, except in the case of remodeling the Premises, or in the instance of a Casualty Event, or damage or destruction of the Premises (or such longer period upon prior written permission of Landlord), the Landlord shall have the right, at Landlord's sole determination to terminate this Lease and bring an action to recapture the Premises.

SECTION 40. LEASEHOLD IMPROVEMENTS UPON LEASE EXPIRATION OR TERMINATION: Tenant shall at the expiration or other termination of this Lease remove all of Tenant's goods, furniture, trade fixtures and effects, and other personal property from the Premises, (including, without hereby limiting the generality the foregoing, all signs and lettering affixed or painted by or on behalf of Tenant, either inside or outside the Premises). All electrical connections from Tenant's sign shall be capped and the exterior façade surface of the sign area shall be made weather-tight and be restored to a like-new condition that is consistent with the rest of the façade (including any necessary cleaning, painting and/or patching of the surface). Tenant's right to remove these items from the Premises is conditioned upon Tenant's full and complete discharge of any and all obligations under this Lease. Tenant also agrees to repair any damage caused to the Premises by the removal of these items. Anything attached to the property by electrical, plumbing or gas connections or anything attached to the ceilings, walls and floors (including any carpeting) will remain the property of Landlord and shall not be removed from the Premises by Tenant, unless Landlord requires that Tenant remove the same at Tenant's sole cost and expense. Any special equipment servicing the Premises, including on the roof or exterior of the Premises (e.g., fire suppression systems, compactors, bailers, conveyor systems), shall not be removed without Landlord's written prior consent, but shall be removed at Landlord's request. Any removal of such equipment without Landlord's prior written consent will result in Landlord charging Tenant for the cost of such equipment as new, as Additional Rent due. Tenant shall be responsible for any repair necessitated as a result of such removal.

SECTION 41. RETURN OF PREMISES: On or before the specified time, Tenant shall deliver to Landlord the Premises, all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises which are not required to be removed, in good condition subject to reasonable wear and tear (including being broom swept/vacuumed), damage by fire or other casualty only excepted. In the event of Tenant's failure to remove any of Tenant's property from the Premises, Landlord is hereby authorized without liability to Tenant for loss or damage thereto, and at the sole risk and cost of Tenant, to remove and store any of the property at Tenant's expense, or to retain same under Landlord's control or after ninety (90) days to sell at public or private sale, with notice, any or all of the property not so removed by Tenant and to apply the net proceeds of such sale to the payment of any sum due hereunder. Landlord, at its sole option, may require Tenant, at Tenant's sole cost and expense, to place the Premises back to the original condition, excluding reasonable wear and tear as delivered to Tenant on the date of delivery under the prior lease.

Landlord and Tenant agree and understand that Tenant has occupied the Premises since May 9, 2016, under the Lease dated March 21, 2016, between Landlord and Tenant ("Prior Lease") and that upon termination of the term or earlier termination of Tenant's right of possession, Tenant shall surrender the Premises to Landlord in the same condition as received under the Prior Lease, ordinary wear and tear excepted. All outstanding Tenant obligations hereunder shall survive the termination of the Lease Term, including without limitation, indemnity obligations, and all obligations concerning the condition and repair of the Premises.

SECTION 42. MODIFICATION, INTEGRATION AND INTERPRETATION: This Lease memorializes the entire agreement between the parties hereto and all prior negotiations. All negotiations, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change, or modify any of the provisions hereof. Tenant specifically acknowledges that it has freely negotiated this Lease and that it has not been influenced to enter into this transaction. Tenant acknowledges that it has not relied upon any warranties or representations not specifically set forth in this Lease. Tenant specifically acknowledges that the condition of the Premises or any building of which the Premises are a part are not a significant inducement for entering into this Lease. In any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof. The parties to this Lease agree that the terms of this Lease shall not be more strictly construed against Landlord, or more favorably for Tenant, notwithstanding Landlord's presentation of this Lease.

SECTION 43. QUIET ENJOYMENT: Tenant, on paying the rental and performing the conditions hereof, shall and may peaceably and quietly have, hold and enjoy the Premises throughout the term of this Lease against any person claiming by, through or under Landlord.

SECTION 44. INDOOR AIR QUALITY; RADON GAS; MOLD: As of the Effective Date, the Landlord makes no warranties or representations regarding indoor air quality or condition within the Premises.

In compliance with §404.056, Florida Statutes, Tenant is hereby made aware of the following: Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit.

SECTION 45. INDEPENDENT COVENANT: Each and every Rent obligation Tenant is obligated for under the terms of this Lease shall be deemed to be independent covenants to Landlord and shall remain independent covenants notwithstanding any other obligation Landlord may have to Tenant under the Lease.

SECTION 46. DELIVERIES: All loading of sizable goods and deliveries of goods shall be done only at such times, in the areas, and through the entrances, designated for such purposes by Landlord. The delivery or shipping of items or large packages to and from the Premises shall be subject to such reasonable rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Premises. Tenant shall advise its vendors of the delivery requirements set forth in this Section and Tenant shall be responsible and liable for the actions of said vendors. Trailers or trucks shall not be permitted to remain parked overnight in any area of the Premises, whether loaded, unloaded or partially loaded or unloaded. Tenant shall be responsible for any damage to the Premises resulting from deliveries.

SECTION 47. SIGNAGE/ADVERTISING: Tenant is financially responsible for installing, maintaining, repairing, and replacing its own signage. Landlord hereby acknowledges and agrees that the Tenant may keep all existing wall and any permitted directional signs, as applicable, on or about the outside of the Premises, including on the outside wall of the Premises. Tenant covenants that any and all signs shall be maintained in good condition and repair at all times. The sign criteria for the Premises shall be as follows:

All signs must comply with local zoning and building department ordinances, codes and regulations. Landlord reserves the right to review all signs and must provide written approval of all shop drawings prior to submission for permit applications.

All signs are to be constructed at Tenant's sole cost and expense (including all costs associated with the preparation of the façade and/or removal of the existing signage and for connecting the electricity to the sign) and installed only with proper permits and approvals by licensed sign and electrical contractors, which signs shall be deemed a fixture to the Premises. Tenant may not penetrate the building or façade in order to install signs. If so requested, Tenant shall be responsible for the removal of its signage, including cleaning and painting the façade behind the removed signs. Any failure to comply with the foregoing sentence shall result in the

Tenant reimbursing Landlord for its cost to remove such signs and repair the façade.

SECTION 48. NON-WAIVER PROVISION: 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.

No waiver by either party to any breach of any agreement or condition herein contained on the part of the applicable party to be performed or observed, and no waiver of any such term, covenant, agreement or condition, shall be deemed to be a waiver of, or assent, to any succeeding breach of the same of any other agreement or condition; the acceptance by Landlord of Rent or other payment hereunder or silence by Landlord as to any breach shall not be construed as waiving any of Landlord's rights hereunder unless such waiver shall be in writing.

SECTION 49. TENANT'S TAXES AND ASSESSMENTS: Tenant agrees to pay to the local taxing authorities and other governmental agencies, throughout the term of this Lease and any renewal thereof, all personal property taxes which may be levied against Tenant's merchandise, trade fixtures and other personal property in and about the Premises.

SECTION 50. FORCE MAJEURE: Neither Landlord nor Tenant shall be liable for failure to perform any obligation under this Lease, except for Tenant's obligation to pay Rent or any other amounts due hereunder, in the event it is prevented from so performing by strike, lockout, breakdown, accident, act of God, order or regulation of or by any governmental authority or failure to supply or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services or because of war or other emergency or for any other cause beyond its reasonable control.

SECTION 51. Intentionally deleted.

SECTION 52. Intentionally deleted.

SECTION 53. SECURITY: Tenant acknowledges that Tenant assumes all responsibility and liability for the security of its own employees, agents, furniture and fixtures within the Premises. Tenant, at its option, may enlist its own security personnel and install its own security devices within the Premises.

SECTION 54. MANAGING AGENT: Landlord may act and carry out all of its rights and obligations under this Lease through a managing agent. Such agent will not incur liability for actions taken on behalf of Landlord. The managing agent shall be hired and retained by the Landlord, which the Landlord may change from time to time, or such other agent as Landlord may appoint with or without notice to Tenant. Tenant may rely on the apparent authority of the managing agent.

SECTION 55. NO OFFER: THE PRESENTATION AND EXECUTION OF THIS LEASE BY LANDLORD SHALL BE AN OFFER WHICH MAY BE ACCEPTED BY TENANT; AND THIS LEASE ONLY BECOMES VALID, BINDING AND EFFECTIVE UPON EXECUTION AND COMMENCEMENT OF THIS LEASE BY BOTH LANDLORD AND TENANT. IN THE EVENT THE LEASE IS NOT EXECUTED BY BOTH LANDLORD AND TENANT ON OR BEFORE OCTOBER 1, 2021, THE LEASE SHALL BE NULL AND VOID, NOTWITHSTANDING ANY SIGNATURE BY LANDLORD.

SECTION 56. ESTOPPEL CERTIFICATES: Tenant agrees, at any time, and from time to time, upon twenty (20) days' prior written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same are in full force and effect as modified and stating the modifications), that no uncured defaults exist hereunder (or if any such defaults exist, specifying the same), and the dates to which the Rent and other charges due hereunder have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or mortgagee of, or assignee of any mortgage upon.

SECTION 57. MISCELLANEOUS:

A. **CAPTIONS AND SECTION NUMBERS:** The captions in this Lease are for convenience of reference only and shall not define, modify, explain, amplify or limit the provisions, interpretation, construction, or meaning hereof.

B. **CONSTRUCTION OF CERTAIN TERMS:** As used in this Lease, the word "person" shall mean and include where appropriate, any individual, corporation, partnership or other entity; the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words of any gender shall mean and include any other gender.

C. **EXECUTION:** This Lease shall be fully executed in four (4) complete original instruments, each of which shall be deemed an original of this Lease, and any of which may be introduced into evidence as conclusive evidence of the terms hereof or used for any other purpose without the production of the other instruments.

D. LIMITATION OF LIABILITY: The term "Landlord" as used in this Lease, so far as covenants or obligations to be performed by Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the Premises, and in the event of any transfer or transfers of title to said property, Landlord (and in case of any subsequent transfers or conveyances, the then grantor) shall be concurrently freed and relieved from and after the date of such transfer or conveyance, without any further instrument or agreement, of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed, it being intended hereby that the covenants and obligations contained in this Lease on the part of Landlord, shall, subject as aforesaid, be binding on Landlord, its successors and assigns, only during and in respect of their respective successive periods of ownership of said leasehold interest or fee, as the case may be. Tenant, its successors and assigns, shall not assert nor seek to enforce any claim for breach of this Lease against any of Landlord's assets other than Landlord's interest in the Premises, and Tenant agrees to look solely to such interest for the satisfaction of any liability or claim against Landlord under this Lease, it being specifically agreed that in no event whatsoever shall Landlord (which term shall include, without limitation, the Indemnified Parties) ever be personally liable for any such liability.

E. RECORDING: This Lease is not in recordable form, and the parties agree not to record or permit the recording of this Lease, except for filing with the Clerk of the Board of County Commissioners, although Landlord and Tenant may reasonably agree upon the form of a recordable memorandum of this Lease, to be recorded on an occasion at or near the time of the Effective Date.

F. CONFIDENTIALITY: The parties hereby acknowledge and agree that the Tenant shall be permitted to disclose any information herein or in connection with Tenant's relationship with Landlord without Landlord's prior written consent.

G. SUCCESSORS AND ASSIGNS: The covenants and agreements of this Lease shall, subject to the terms of this Lease to the contrary, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as the case may be.

H. LANDLORD-TENANT RELATIONSHIP: Landlord and Tenant are not creating a joint venture or partnership by the provisions of the Lease, and they are and at all times shall remain in the relationship of Landlord and Tenant.

I. PARTIAL INVALIDITY OR UNENFORCEABILITY: The invalidity of one or more of the provisions of this Lease shall not affect the remaining portions of this Lease; and, if any one or more of the provisions of this Lease should be declared invalid by final order, decree or judgment of a court of competent jurisdiction, this Lease shall be construed as if such invalid provisions had not been included in this Lease.

J. BROKERS: Tenant represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction.

K. GOVERNING LAW: This Lease shall be governed by and construed and enforced in accordance with the laws of the State of Florida and venue for all actions shall lie in Miami-Dade County, Florida.

L. MULTIPLE TENANT SIGNATORIES: In the event this Lease is executed in an individual capacity by more than one signatory for Tenant and same needs to be modified, canceled, terminated, or otherwise amended, or in the event Landlord requires written authority on behalf of the Tenant for any reason whatsoever, all parties comprising the Tenant hereby irrevocably acknowledge the grant of formal authority to any and all other parties comprising the Tenant to execute any document, modification, cancellation, termination, amendment to the Lease or other matter requiring a signature of the Tenant, on their behalf, without their signature or any other action by them. Consequently, it shall only be necessary for Landlord to obtain the signature of ONE of the parties comprising the Tenant hereunder in order to bind the Tenant hereunder. Therefore, one signature on behalf of the Tenant shall bind all parties comprising the Tenant hereunder to any document, modification, cancellation, termination, amendment or other matter requiring a signature of the Tenant.

M. ENTIRE AGREEMENT: This Lease, including all exhibits attached hereto, contains the entire agreement of the parties hereto with respect to the matters covered thereby. This Lease cancels, voids and nullifies all prior lease agreements, addendums, written agreements and oral agreements between the parties. This Lease may not be amended, modified or supplemented except by written instrument executed by Landlord and Tenant.

N. TELECOPIED AND EMAILED SIGNATURE PAGES: In order to expedite the transaction contemplated herein, telecopied or emailed signatures may be used temporarily in place of original signatures on this Lease while the original document and signatures are being delivered. The parties intend to be temporarily bound by the signatures on the telecopied document, are aware that the other party will briefly rely on the telecopied or emailed signatures, and hereby waive any defenses to the enforcement of the terms of this Lease, for a short-term period, based on the form of signature.

O. CALENDAR DAYS: Any mention in this Lease of a period of days for performance, unless otherwise described in this Lease, shall mean calendar days.

[REMAINDER OF PAGE WAS LEFT INTENTIONALLY BLANK]
[ONLY THE SIGNATURE PAGE REMAINS]

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Lease, under seal, for the purpose herein expressed, the day and year above written.

LANDLORD:

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

By: Authorized Person

By: DocuSigned by:
7DD9C8A6EABC478...

Name: Jason Tenenbaum
Title: Vice President
of Prologis, Inc., a Maryland corporation

A D

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

By: ______________________________
Deputy Clerk

TENANT:

MIAMI-DADE COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: ___________________________________
Daniella Levine Cava
County Mayor

____
Approved for Legal Sufficiency

54303136;3
56072436;1

EXHIBIT A

Premises

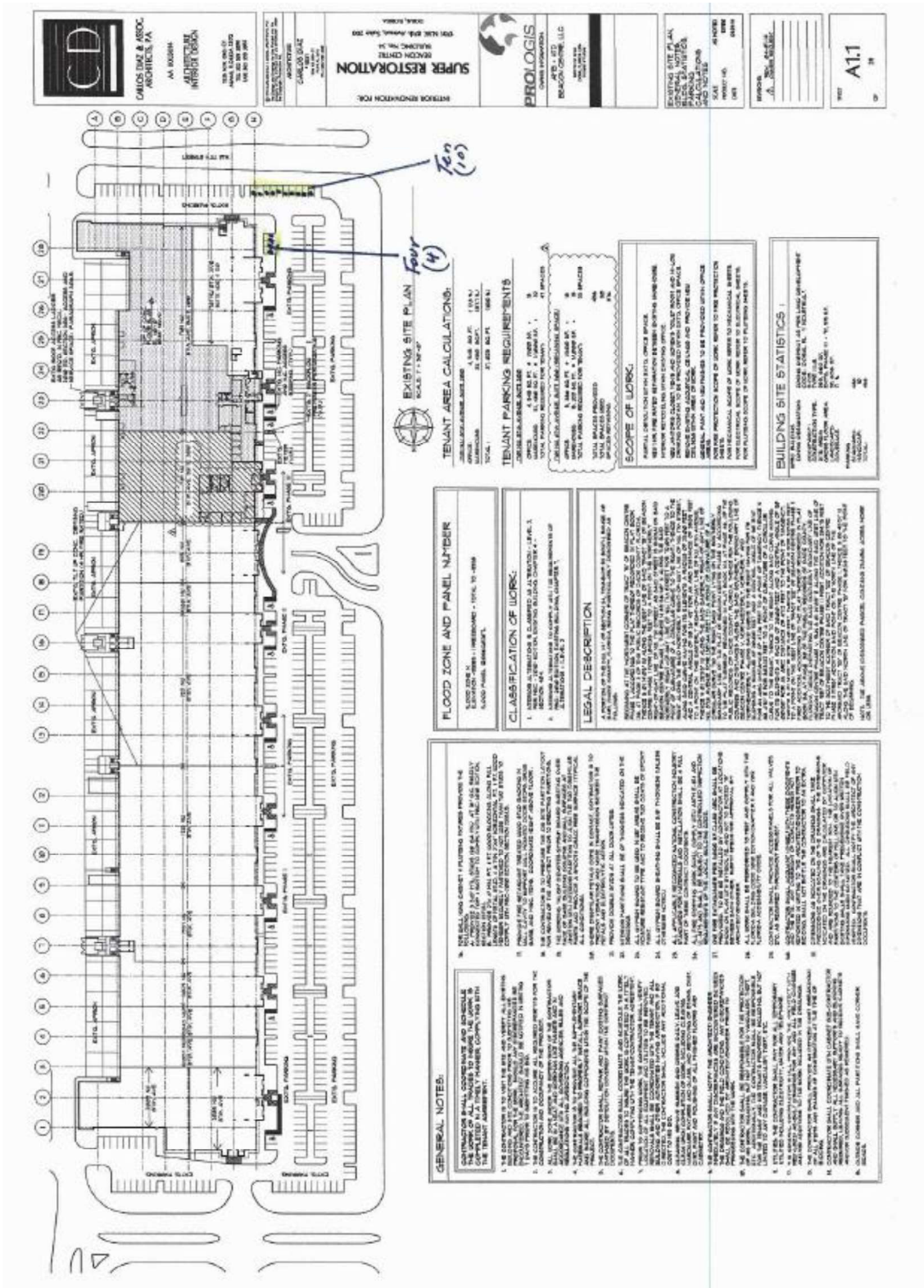

EXHIBIT B: PROJECT RULES AND REGULATIONS

1. The sidewalk, entries, and driveways of the Project shall not be obstructed by Tenant, or its agents, or used by them for any purpose other than ingress and egress to and from the Premises.
2. Tenant shall not place any personal property or objects in the parking areas, landscaped areas or other areas outside of its Premises, or on the roof of the Project.
3. Except for service animals, no animals shall be allowed in, or on, any part of the building or the project.
4. Tenant shall not disturb any other occupants of the building or Project by the use of any radio, speakers, or musical instrument or by the making of loud or improper noises.
5. If Tenant desires telegraphic, telephonic or other electric connections in the Premises, Landlord or its agent will direct the electrician as to where and how any conduit or the wires may be introduced; and, without such direction, no boring or cutting of wires or conduit will be permitted. Any such installation or connection shall be made at Tenant's expense.
6. Tenant shall not install or operate any steam or gas engine or boiler, electrical generator, or other mechanical apparatus in or about the Premises, except as specifically approved in the Lease. The use of oil, gas or inflammable liquids for heating, lighting or any other purpose is expressly prohibited. Explosives or other articles deemed extra hazardous shall not be brought into the Project.
7. There shall be no repair, maintenance or washing of vehicles in the parking lot, drive areas, or truck courts.
8. Tenant shall maintain the Premises free from rodents, insects and other pests.
9. Landlord reserves the right to exclude or expel from the Project any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs or who shall in any manner do any act in violation of the Rules and Regulations of the Project.
10. Tenant shall not cause any unnecessary labor or maintenance by reason of Tenant's carelessness or indifference in the preservation of good order and cleanliness. Landlord shall not be responsible to Tenant for any loss of property on the Premises, however occurring, or for any damage done to the effects of Tenant by the janitors, maintenance personnel, or any other employee or person.
11. Tenant shall give Landlord prompt notice of any defects or leaks in the water, lawn sprinkler, sewage, gas pipes, exterior electrical lights and fixtures, heating apparatus, fire sprinklers or any other service system or equipment affecting the Premises.
12. Tenant shall not permit dumping of waste or refuse, other than in designated receptacles, or permit any harmful materials to be placed in any drainage system or sanitary system in or about the Premises, building, or Project.
13. No public or private auction will be permitted on the Premises, building, or the Project.
14. No awnings shall be placed over the windows in the Premises except with the prior written consent of Landlord.
15. The Premises shall not be used for lodging, sleeping or cooking (other than kitchenette or break room use) or for any immoral or illegal purposes or for any purpose other than that specified in the Lease. No gaming devices shall be operated in the Premises.
16. Tenant shall ascertain from Landlord the maximum amount of electrical load which can safely be used in the Premises, taking into account the capacity of the electrical wiring in the Project, building or the Premises and the needs of other tenants, and shall not use more than such safe capacity. Landlord's consent to the installation of electric equipment shall not relieve Tenant from the obligation to use no more electricity than such safe capacity.
17. Tenant assumes full responsibility for protecting the Premises from theft, robbery and pilferage.

18. Tenant shall not install or operate on the Premises any machinery or mechanical devices of a nature not directly related to Tenant's ordinary use of the Premises and shall keep all such machinery free of vibration, noise and air waves which may be transmitted beyond the Premises.

19. Tenant shall not permit smoking in any interior area of the Premises.

EXHIBIT C: INSURANCE LETTER

MIAMI-DADE COUNTY

miamidade.gov

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

Baunie McConnell. JD
Risk Management Division Director

BM/ml

57414253;1