MEMORANDUM

Agenda Item No. 14(A)(7)

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

DATE: October 18, 2022

FROM: Geri Bonzon-Keenan County Attorney

SUBJECT: Resolution approving the terms of and authorizing execution by the County Mayor, of a retroactive lease agreement (“lease”), between First Industrial, L.P., a foreign limited partnership, as landlord and Miami-Dade County, as tenant, for the premises located at 9001 NW 87 Avenue, Medley Florida, to be utilized by the Miami-Dade County Police Department for general warehousing use and incidental office use related thereto, for a five-year term, with a cumulative fiscal impact to the County estimated to be $6,598,869.65, inclusive of base rent in the amount of $5,212,507.32, $260,625.37 for lease management fees, and $1,125,736.96 in operating expenses, plus additional premises operating expenses not yet determined; 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-1029-22

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.

For

Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum MIAMI-DADE COUNTY

Date: October 18, 2022

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

From: Daniella Levine Cava
Mayor

Daniella Levine Cava

Subject: Retroactive Lease Agreement between First Industrial L.P., and Miami-Dade County, for Property Located at 9001 NW 87 Avenue, Medley, Florida
Lease No. 22-3010-014-0010-L01

Summary

This item seeks approval of a Lease Agreement ("Lease"), attached hereto as Exhibit A, between First Industrial L.P., as landlord, and Miami-Dade County as tenant, for the lease of approximately 66,376 square feet to be utilized by the Miami Dade Police Department ("MDPD") as warehouse and office space. The MDPD, along with other County departments, and the National Institute of Standards and Technology, U.S. Department of Commerce, have been collaborating to find suitable warehouse space to store and examine certain materials collected from the Champlain Towers South building collapse. Because of the sensitive nature of the materials, the County has been limited in locating appropriate space. A property located at 9001 NW 87 Avenue, Medley, Florida ("Premises") has been identified to meet the required criteria for such use. The proposed Lease has a five-year term. The estimated cumulative fiscal impact, which will be funded by several different sources (Surfside Fund, FEMA Fund, and General Fund), is estimated to be $6,598,869.65 for the five-year term. The Lease will be retroactive to October 7, 2022, at the Landlord's request. The County and the Landlord have a bilateral right to terminate the Lease until November 7, based on the conditions of Section 17.4 of the Lease, related to the indemnification clause requested by the Landlord, further described in detail below.

Recommendation

It is recommended that the Board of County Commissioners ("Board") approve the terms of and authorize the execution of the Lease between the Landlord, and the County, for the use of the Premises, located at 9001 NW 87 Avenue, Medley, Florida ("Premises"), to be utilized as a warehouse and office space, on behalf of the MDPD. More specifically, the resolution does the following:

- Authorizes the lease of approximately 66,376 square feet of warehouse space, inclusive of 2,620 square feet of air-conditioned office space, located at 9001 NW 87 Avenue, Medley, Florida, together with on-site parking in common with other tenants;

- Authorizes a lease term of five years; and

The Lease becomes effective on the date that the Lease is executed by all the parties.

Scope

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

Fiscal Impact/Funding Source

The fiscal impact for the use of the Premises is being apportioned by the County into three different funds. The cost for the first year of the Lease is estimated to be $1,127,396.32, which is comprised of base rent in the amount of $962,451.96, which is approximately $14.50 per square foot, $48,122.60 for lease management fees that will be paid to ISD for administration of the Lease, which is equal to five percent of the base rent. The County shall reimburse the Landlord its pro-rata share of operating expenses, which is estimated to be $116,821.76 (approximately $1.76 per square foot). Furthermore, there are additional direct operating expenses, which costs have not been determined yet. The undetermined operating expenses that the County is responsible to pay directly to the utility or service company consist of all charges for electricity, which is separately metered, internet, cable, data, and all charges for janitorial and custodial services, waste removal services, preventative maintenance to the HVAC system, and roll-up overhead doors.

The cumulative cost for the five-year term of the Lease is estimated to be $6,598,869.65, which is comprised of base rent in the amount of $5,212,507.32, this amount is inclusive of approximately four percent annual increases commencing on the second year of the Lease, $260,625.37 for Lease management’s fees, inclusive of a five percent of the base rent, payable to the Internal Services Department (ISD), and the amount of $1,125,736.96, for operating expenses, excluding the cost and expenses that have not been determined and which are directly associated with the operation of the warehouse and office space, which amount has not been determined. The funding sources are PD3070200-525510000-PD_SURFSIDE, Federal Funds and General Fund.

ISD has conducted an in-house survey of the comparable rental values in the immediate area to determine the market rental value of similar properties. The findings are provided below:

7752 NW 72 Avenue - $17.00 per square foot on annual basis. Tenant is responsible for its proportional share of all operating expenses.

7900 NW 71 Street, Miami, Florida - $17.50 per square foot on annual basis. Tenant is responsible for its proportional share of all operating expenses.

9701-0793 NW 91 Court, Miami, Florida - $16.50 per square foot on annual basis. Tenant is responsible for its proportional share of all operating expenses.

Track Record/Monitor
The County has no record of negative performance issues with the Landlord. The findings of the due diligence process under Implementing Order 8-4 showed no adverse findings. Rosa Arguelles, of ISD will be responsible for the monitoring of the Lease, and Edwin Pantoja from the MDPD will manage the Premises.

As required by Section 2-8.6.5 of the County Code, the following is the ownership structure of First Industrial, L.P.:

- First Industrial Realty Trust, Inc., a foreign profit corporation, is the sole general partner, and its members are Jennifer Matthews Rice, Secretary; Peter E. Baccile, Director; Peter E. Baccile Chief Executive Officer; Peter E. Baccile President; Scott A. Musil Chief Financial Officer; and Scott A. Musil Treasurer.

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, including any rights to terminate the Lease, and to take all actions necessary to effectuate same.

Background
On June 24, 2021, upon alert of the collapse of the residential building known as the Chaplain Towers South, located at 8777 Collins Avenue, Surfside, Florida, the County immediately deployed first responders to the area to aid in the search and rescue operation. Pursuant to Section 252.38, Florida Statutes, and Chapter 8B of the County Code, the County Mayor declared a Local State of Emergency, which has subsequently been extended every seven days. MDPD secured evidentiary debris that has been segregated for criminal and engineering investigatory purposes, which were stored off-site, and on January 28, 2022, the National Institute of Standards and Technology (“NIST”) informed the MDPD that effective immediately it was assuming custody and control of the materials, and that it would

maintain exclusive custody and control over all evidentiary debris. However, both the MDPD and NIST continue to work on the investigation. This investigation allows the County to receive funding from the State of Florida and from Federal government agencies.

The Landlord has agreed to provide an allowance to the County as reimbursement for lighting, electrical work and privacy screening that needs to be performed by the County on the premises in the amount of $25,000.00.

There are two non-standard terms within the Lease. First, the Landlord asked the County to enter into a waiver of subrogation, which can be found in Section 12 of the Lease. Pursuant to such waiver, neither the County nor the Landlord may seek coverage for losses covered by the Landlord’s insurance or the County’s self-insurance. Second, the County does not normally indemnify non-governmental landlords when entering leases. However, given the sensitive nature of the materials to be stored, the Landlord has requested the following Tenant’s Indemnity as Section 17.3 of the Lease:

Tenant does hereby agree to indemnify and hold harmless the Landlord to the extent and within the limitations of Section 768.28, Florida Statutes, 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 of $200,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of $300,000 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. This Section is referred to as the “<u>Tenant Indemnity.</u>”

ISD Risk Management has evaluated the Waiver of Subrogation and the Tenant Indemnity and finds the language acceptable. There is an inherent risk exposure up to the limits of Section 768.28, Florida Statutes, for including the indemnity within the Lease.

Attachment

Edward Marquez
Chief Financial Officer

FIRST INDUSTRIAL REALTY TRUST

Exhibit A

LEASE AGREEMENT

This Lease Agreement ("Lease") is dated ________________, 2022, made between First Industrial, L.P. ("Landlord"), a Delaware limited partnership, whose principal place of business is located at 1 North Wacker Drive, Suite 4200, Chicago, IL 60606, and Miami-Dade County, a political subdivision of the State of Florida, whose principal place of business is located at 111 NW First Street, Miami, Florida 33128 ("Tenant").

In consideration of the mutual covenants stated below, and intending to be legally bound, Landlord and Tenant covenant and agree as follows:

1. **Basic Terms; Certain Defined Terms.**

The following capitalized, which have been placed at the beginning of this Lease for convenience, shall have the meaning set forth below. Other capitalized terms not defined in this Section 1 shall have the meaning set forth herein.

1.1 "Effective Date": The date this Lease is executed by all the parties.

1.2 "Landlord": First Industrial, L.P. a Delaware limited partnership.

1.3 "Tenant": Miami-Dade County, a politcal subdivision of the State of Florida.

1.4 "Building": The building located at 9001 NW 87 Avenue, Medley, FL 33178, consisting of approximately 132,751 rentable square feet.

1.5 "Land": the parcel of real estate of which the Building is a part, including Folio Number: 22-3010-014-0010, approximately 1,076,569 square feet and more particularly described on Exhibit "A-1" attached hereto.

1.6 "Premises": The Premises shall consist of approximately 66,376 rentable square feet, inclusive of approximately 2,620 square feet of office space as shown on the floor plan attached hereto as Exhibit "A" (the "Floor Plan").

1.7 "Property": The Land and the Building.

1.8 "Commencement Date" means October 7, 2022.

1.9 "Rent Commencement Date" means October 7, 2022, see Section 2.3.

1.10 "Term": approximately 60 months, commencing on the Commencement Date and ending, on the final day of the 60th month thereafter ("Expiration Date").

1.11 "Surrender Date": means the Expiration Date or any earlier date on which the Lease is terminated.

1.12 "Base Rent": The Base Rent for the Premises is the amounts set forth below:

Lease Period	Annual Base Rent	Monthly Base Rent	Rate Per Square Foot
Lease Year 1	$962,451.96	$80,204.33	$14.50
Lease Year 2	$1,000,950.12	$83,412.51	$15.08
Lease Year 3	$1,040,775.72	$86,731.31	$15.68
Lease Year 4	$1,082,592.60	$90,216.05	$16.31
Lease Year 5	$1,125,736.92	$93,811.41	$16.96

1.13 "Rental Increase": The Base Rent shall increase by approximately four (4%) percent annually on the anniversary of the Rent Commencement Date, as reflected above.

1.14 "Additional Rent": All sums of money required to be paid by Tenant to Landlord pursuant to the terms of this Lease (excluding for Base Rent), unless otherwise specified herein, shall be considered ("Additional Rent") and shall be collectible by Landlord in accordance with the terms of this Lease. Except as otherwise specifically provided herein to the contrary, Additional Rent shall be due and payable within sixty (60) days after the Tenant's receipt of invoice together with reasonable supporting documentation.

1.15 "Rent": Means Base Rent and all other rent, costs, expenses and other amounts due under this Lease from Tenant to Landlord.

1.16 "Florida Sales Tax": At the present time, there is no sales tax on the Use Fee under Section 212.031, Florida Statutes, because of Tenant's status as a government entity.

1.17 "Utilities": Tenant shall directly contract and timely pay directly for any and all costs of electric for the Premises, which is separately metered, and trash removal; water and sewer utilities will be paid as part of Operating Expenses (based upon the Proportionate Share).

1.18 "Permitted Use": General warehousing use and incidental office use related thereto.

1.19 "Parking Spaces": Tenant shall have the non-exclusive right to use 50% of the parking spaces that are located on the Property, and location of the parking spaces is shown on Exhibit "L" of this Lease.

1.20 "Access": see Section 16.

1.21 "Holdover Rent": 125% of Rent.

1.22 "Proportional Share": The Tenant's pro-rata share of the Building's total square footage is 50% of the estimated 132,751 rentable square feet.

1.23 "Tenant Improvements": See Exhibit G. Tenant shall install the work set forth in Exhibit "G." Landlord shall provide to Tenant an allowance as a reimbursement not to exceed Twenty-Five Thousand ($25,000.00) Dollars for Tenant's use towards Tenant Improvements to the Premises. The allowance will be in the form of reimbursement following Landlord's receipt of paid invoices and lien waivers (when applicable) and otherwise in compliance with Exhibit G. Landlord, at Tenant's request, may perform the work on behalf of the Tenant as further set forth in Section 6 and Exhibit G.

1.24 "Landlord's Work": Landlord shall deliver the office space turnkey ready with Landlord's standard specifications, to include LED lighting (25 FC) as set forth in Exhibit "F," and floors must be pressure washed cleaned.

1.25 "Tenant's Broker": None.

1.26 "Landlord's Broker": Devin White, CBRE, 777 Brickell Avenue, Suite 1100, Miami, Florida, 33131. See Section 24.

1.27 "Security Deposit": $0.00.

1.28 "Sales Tax": Refer to Section 1.16.

1.29 "Letter of Credit": None.

1.30 "Guarantor": None.

1.31 "Notice Address":

For Tenant:

Miami-Dade County
Internal Services Department
111 NW 1st Street, Suite 2460
Miami, FL 33128
Attention: Director

County Attorney's Office
Miami-Dade County
111 NW 1st Street, 28 Floor
Miami, Florida 33128

Miami-Dade County
Emergency Management
R. David Paulison Fire Rescue Headquarters
9300 NW 41st Street, Miami, FL 33178-
2414Attention: Charles L. Cyrille
Senior Advisor of Resiliency & Domestic Preparedness

For Landlord:

First Industrial, L.P.
c/o First Industrial Realty Trust, Inc.
5503 W. Waters Avenue, Suite 503,
Tampa, FL 33634
Attention: First Industrial, L.P.

With copy by email only to:
Legal.Notices@firstindustrial.com

Exhibits and Addenda to Lease: The following exhibits and addenda are attached to and made a part of this Lease:

- **Exhibits**: Exhibit A (Floor Plan); Exhibit A-1 (Property Appraiser's Summary Report); Exhibit B (Surrender Requirements); Exhibit C (Rules and Regulations); Exhibit D (Tenant Contacts); Exhibit D-1 Landlord Contact; Exhibit E (Sign Specifications); Exhibit F (Landlord's Work); Exhibit F-1 Office Space; Exhibit G (Tenant's Work); Exhibit H (Intentionally Omitted); Exhibit I (State Specific Provisions); Exhibit J (Intentionally Omitted); Exhibit K (LEED Obligations); Exhibit L (Parking)
- **Addenda**: None.

2 LEASE OF PREMISES; RENT.

2.1 **Lease of Premises**. Landlord hereby leases to Tenant and Tenant hereby leases the Premises from Landlord, for the Term and subject to the conditions of this Lease, the Premises, which is located at 9001 NW 87 Avenue, Medley, FL 33178, consisting of approximately 66,376 rentable square feet, inclusive of approximately 2,620 square feet of office space as shown on the floor plan attached hereto as Exhibit "A," together with the non-exclusive right to Parking Spaces, as well as the non-exclusive use of the Common Areas.

2.2 **Payment of Base Rent; Operating Expenses**. Tenant shall pay Base Rent to Landlord monthly, in the amount of the monthly installment of Base Rent set forth in Section 1.12 and the monthly amount of the Estimated Operating Expenses (defined herein), in advance, on the first (1st) day of each and every calendar month during the Term, without demand, abatement, deduction or setoff, with the exception of the month of October, which payment 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. If the Commencement Date occurs on a day other than the first (1st) day of a calendar month the Monthly Base Rent and Estimated Operating Expenses due for the first (1st) calendar month of the Term shall be prorated on a per diem basis for the partial month. Simultaneously with the payment of a Base Rent and Estimated Operating Expenses, Tenant shall pay to Landlord any sales tax imposed on such amounts, including sales taxes imposed pursuant to Florida Statute 212.031 (or other applicable statute) or any tax in lieu thereof imposed pursuant to any amendment or recodification of such statute or any substitution for such statute. However, Tenant represents that at the present time, there is no sales tax due on the Rent because of Tenant's status as a government entity. So long as Tenant is considered to be tax-exempt, Landlord will not collect, or attempt to collect, sales tax on any rent payments due under this Lease and all references to Florida sales tax shall not be applicable. If the law changes in this regard, then Landlord shall collect such sales tax from Tenant as may be required by law.

2.3 **Required Payments at Lease Execution**. No later than five (5) calendar days after the Rent Commencement Date, Tenant shall deliver to Landlord the following: (i) the first (1st) month of monthly Base Rent; and (ii) the first (1st) monthly installment of the Estimated Operating Expenses.

2.4 **Payment of Rent**. All Rent due hereunder shall be paid by Tenant to Landlord, by ACH to the following: PNC Bank, ABA Routing # 021052053, UPIC Account # 66837276, Reference: Property Number: 13368 and Lease Number: 2230100140010-L01, or if paid by **check**, c/o First Industrial, L.P., P.O. Box 644949, Pittsburgh, PA 15264-4949, or if sent by overnight courier, PNC BANK C/O FIRST INDUSTRIAL LP, 500 1ST AVENUE, LOCKBOX NUMBER 644949, PITTSBURGH, PA 15219 (or such other entity designated as Landlord's management agent, if any, and if Landlord so appoints such a management agent, the "**Agent**"), (or as otherwise directed by Landlord from time to time). In the event the Base Rent is not paid within 5 days of the date when due, a late charge in an amount equal to 5% of the then delinquent Base Rent ("Late Charge") shall be paid by Tenant to Landlord. No payment by Tenant, or receipt or acceptance by Landlord, of a lesser amount than the full amount of Base Rent due shall be deemed to be other than a payment on account, and Landlord may accept such payment of Base Rent without prejudice to Landlord's right to recover the balance due or to pursue any other remedy available to Landlord under this Lease or at law or in equity.

2.5 **Additional Rent**. Tenant shall pay all Additional Rent promptly when due without any abatement, deduction or setoff.

2.6 **Security Deposit**. Landlord and Tenant acknowledge and agree that Tenant is not required to pay a security deposit for the lease of the Premises.

3 OPERATING EXPENSES.

3.1 **Certain Definitions.**

3.1.1 "Operating Expenses" mean basic operating expenses associated with the Property which are incurred during the Term of this Lease. For purposes hereof "Operating Expenses" are and shall mean the following all costs and expenses incurred by the Landlord in maintaining the Property including, but not limited to, Common Area utilities; maintenance and repair (collectively, "Maintenance") of the Property, including parking areas (except that Landlord is responsible for replacement of the roof, and roof membrane), alleys, and driveways; mowing, landscaping, and exterior painting within the Common Areas of the Property, fire sprinklers and fire protection systems, exterior lighting and HVAC and other building systems that are not maintained by the tenants of the Building ("Building Systems") serving the Building; amounts paid to contractors and subcontractors for work or services performed in connection with any of the foregoing; fees payable to tax consultants and attorneys for consultation and contesting taxes; the cost of insurance premiums for Landlord Insurance; security services, if any; trash collection, sweeping and removal; Real Estate Taxes (defined below), all dues, assessments, fees, charges, and levies of any nature charged to Landlord pursuant to any declaration, easement agreements, or other recorded covenants encumbering the Premises. If the Property is operated as part of a complex of buildings or properties or in conjunction with other buildings or parcels of land (in either case, a "Combined Operation"), then Landlord may pro-rate all expenses and costs with respect to all such buildings or parcels of land that are a part of the Combined Operation across and among all buildings and parcels that are a part of the Combined Operation. Landlord shall calculate Operating Expenses using generally accepted accounting principles, and may allocate certain categories of Operating Expenses to the applicable tenants on a reasonable basis. All payment calculations of Operating Expenses shall be pro-rated for any partial calendar years during the Term.

3.1.2. Operating Expense Exclusions. Operating Expenses shall not include those costs and/or expenses that are the sole financial responsibility of the Landlord under this Lease, such as capital expenditures to the structural elements of the Building. Additionally, Operating Expenses shall not include any duplication of fees. Operating Expenses shall not include the costs of Landlord's executive wages, unemployment taxes, social security taxes, and assessments, the cost or expense to process or handle bills and/or invoices as well as other items typically performed by landlords in similar buildings located in Miami-Dade County, Florida. Operating Expenses, shall not include depreciation or amortization of the Building, interest on any amortization of debts, financing or refinancing costs, leasing commissions, legal expenses related to making or enforcing other leases, mortgages, ground rents or increases, Landlord's executive salaries, costs of tenant's improvements made specifically for the Tenant (and/or any other tenant), advertising and promotional expenses, inheritance, franchise, gains or income taxes, costs of remedial action for hazardous materials caused by Landlord. Landlord shall have the right to reasonably estimate in good faith the Operating Expenses for each calendar year during the Term. However, notwithstanding the foregoing, annually, the Landlord shall, without request or demand, submit to the Tenant evidence of its cost in maintaining the Building and Land (the "Reconciliation of Operating Expenses"), which shall, include copies of invoices, credit card statements, and cancelled checks (front and back of cancelled checks). Upon evidence of any overpayment by the Landlord, as acknowledged or agreed to by the Tenant, the Tenant shall, within sixty (60) calendar days, reimburse the Landlord for the amount that the Landlord spent above and beyond the amount of the annual Operating Expenses paid by the Tenant. Should, as a result of the year-end reconciliation, it is determined that the Landlord was overpaid by the Tenant, then, within sixty (60) calendar days, the Landlord shall reimburse the Tenant or credit Tenant's Base Rent for any such sum paid by the Tenant.

3.1.3. "Real Estate Taxes" for the purposes hereof, Real Estate Taxes are all general and specific taxes pertaining to the Building and the Land including any existing and future assessments for road, sewer, utility and other local improvements and other governmental charges which may be lawfully charged, assessed or imposed upon the Landlord. The Landlord agrees that real estate taxes shall be determined as of the lowest (including all discounts for early payment) amount assessed by any tax collector, or government agency (tax amount payable each year at the end of November). Real Estate Taxes shall not include income, capital levy, franchise, capital stock, gift, estate, or inheritance tax. The term "Assessments" shall include any and all so-called special assessments, license tax, business license fee, business income tax, commercial rental tax, levy, and/or charge against the Building and/or the Land, and for all intense and purposes for this Lease shall be considered Real Estate Taxes. If an Assessment is payable in installments, taxes for that year shall include the amount of the installment minus any interest due and payable as a result of the installments. For Real Estate Taxes and Assessments, if a change, particularly a reduction, in the real estate taxes is obtained for any year of the Term, and the Landlord receives a refund, reimbursement, or other compensation, or lower valuation, estimation, or assessment, then the Real Estate Taxes for that year shall be automatically retroactively adjusted, and the Landlord, without demand, shall provide the Tenant with a credit against the next installment of Basic Operating Expense payment or refund within sixty (60) calendar days, at Tenant's election, based on such adjustment. Real Estate Taxes for the last year of the Lease shall be prorated to and including the date Tenant quits possession of the Premises. If the actual Real Estate Tax bill is not available to calculate the amounts due from Tenant during the last year of the Lease, Landlord shall be entitled to require payment of the estimated Real Estate Taxes for the period prior to the expiration of the Term and may recover any difference as part of Landlord's reconciliation, or reimburse the Tenant for any overpayment made, if any, after calculating the actual amount assessed of Real Estate Taxes.

3.1.4. "Operating Year" means the calendar year commencing January first (1st) of each year (including the calendar year within which the Rent Commencement Date occurs) during the Term.

3.1.5. "Estimated Operating Expenses" means the amount of projected Operating Expenses due from Tenant for such Operating Year (or portion thereof), which as of the Commencement Date, is estimated to be $9,735.15 per month.

3.1.6. "Common Areas" means all areas within the Property, from time to time, that are available for the common use of tenants of the Property and that are not leased or held for the exclusive use of Tenant or other tenants or licensees, from time to time, including, but not limited to, parking areas, driveways, sidewalks, loading areas, access roads, corridors, landscaping and planted areas.

3.2 **Payment of Estimated Operating Expenses**. Commencing on the Rent Commencement Date, Tenant shall pay the Proportionate Share of Operating Expenses. Landlord shall have the right to reasonably estimate the Operating Expenses for each Operating Year and Tenant acknowledges that Landlord has provided the amount of the Estimated Operating Expenses applicable as of the Commencement Date, which is estimated to be $1.76 per rentable square foot for the 2022 Operating Year and $2.30 per rentable square foot for the 2023 Operating Year.

3.3 **Reconciliation of Operating Expenses.** As soon as administratively feasible after each Operating Year, Landlord shall send to Tenant a reconciliation statement of the actual Operating Expenses for the prior Operating Year ("Statement"), which shall include copies of invoices, credit card statements, and cancelled checks (front and back of cancelled checks). Upon evidence of any overpayment by the Landlord, as acknowledged or agreed to by the Tenant, the Tenant shall, within sixty (60) calendar days, reimburse the Landlord for the amount that the Landlord spent above and beyond the amount of the annual Expenses paid by the Tenant. Should, as a result of the Operating Year-end reconciliation, it is determined that the Landlord was overpaid by the Tenant, then, within sixty (60) calendar days, the Landlord shall reimburse the Tenant or credit Tenant's Base Rent for any such sum paid by the Tenant. If the credit exceeds the aggregate future Rent owed by Tenant (during the remainder of the Term), and there is no Default, Landlord shall pay the excess amount to Tenant within 30 days after delivery of the Statement. If Landlord has undercharged Tenant, then Tenant shall pay the amount stated in the Statement within 30 days after receipt of the Statement.

3.4 **Audit of Operating Expenses.** Provided there is no Default, if Tenant disputes the amount set forth in a given Statement, Tenant shall have the right, at Tenant's sole expense, to cause Landlord's books and records with respect to the applicable Operating Year that is the subject of that particular Statement to be audited ("Audit"). The Audit shall be subject to the following conditions: (i) Tenant delivers written notice ("Audit Notice") to Landlord on or prior to the date that is 60 days after Landlord delivers the Statement to Tenant ("Response Date") exercising Tenant's right to conduct the Audit; (ii) the Audit shall be completed by a certified public accountant mutually acceptable to Landlord and Tenant, not paid on a contingency basis or other basis where its compensation is related to the cost savings of Tenant ("Accountant"); (iii) the Audit shall be completed within 30 days after the Response Date ("Audit Completion Date"); (iv) the contents of Landlord's records shall be kept confidential and, in connection therewith, Tenant and Accountant shall execute Landlord's standard confidentiality agreement as a condition of Tenant's rights under this Section; (v) the Audit shall take place at the office of Landlord where its books and records are located, at a time mutually convenient during Landlord's regular business day; (vi) if the Accountant determines that an overpayment is due to be refunded to Tenant, Accountant shall produce a detailed report addressed to both Landlord and Tenant, which report shall be delivered prior to the expiration of the Audit Completion Date. Despite that any Audit is pending, Tenant shall nonetheless timely pay all Operating Expenses without demand, setoff or deduction. If Tenant fails to timely deliver an Audit Notice with respect to a given Statement by the Response Date, then Tenant's right to undertake an Audit or otherwise make claim in connection with that Statement and its subject Operating Year shall automatically and irrevocably be waived. Any Statement shall be final, binding and deemed correct upon Tenant at the end of the applicable Response Date, unless prior thereto, Tenant delivers an Audit Notice with respect to the then-applicable Statement. If Tenant's audit report discloses any discrepancy, Landlord and Tenant shall use good faith efforts to resolve the dispute. If the parties fail to reach agreement within 20 days after Landlord's receipt of the audit report, Tenant shall have the right to refer the matter to a mutually acceptable independent certified public accountant, who shall work in good faith with Landlord and Tenant to resolve the discrepancy and, if not resolved within 20 days of the date on which that independent accountant is engaged, the independent accountant shall issue a decision regarding the dispute and the decision of the independent accountant shall be final and binding. The fees and costs of such independent accountant to which such dispute is referred shall be borne by the unsuccessful party. Within 30 days after resolution of the dispute, whether by agreement of the parties or a final decision of an independent accountant, Landlord shall pay or credit to Tenant, or Tenant shall pay to Landlord, as the case may be, all sums determined to be due from Landlord or Tenant, as the case may be, to the other. The foregoing provisions concerning an Audit are personal to Tenant and shall not run with this Lease or for the benefit of any Transferee. If, by agreement or as a result of a final independent accountant determination, it is determined Tenant was overcharged by Landlord under the Statement, by more than 5%, Landlord shall reimburse Tenant within 30 days after receipt of an invoice with reasonable supporting documentation for the actual, reasonable, third-party cost of Tenant's Accountant, but in no event shall such amount exceed $1,500.

3.5 The provisions of this Section shall survive the Surrender Date.

4 UTILITIES.

4.1. Utility Services. During the Term, Tenant shall obtain all electric for the Premises directly from the utility provider and trash removal for the Premises and pay all costs in connection therewith, without setoff, deduction or counterclaim. Tenant shall pay for water and sewer utilities based upon its Proportionate Share directly to Landlord. For those utility expenses to be paid to Landlord, Landlord shall either have the right to: (a) invoice such expenses directly to Tenant and Tenant shall pay such invoice within 30 days after receipt thereof or (b) Landlord shall have the right to reasonably estimate the utility charge, which estimated amount shall be payable to Landlord and shall be paid monthly along with Operating Expenses, provided Landlord shall be required to reconcile such estimated utility charges on an annual basis based on utility invoices received for such period. The cost of utilities payable by Tenant under this Section shall include all applicable taxes and fees due in connection with utility services.

Tenant shall pay such rates as Landlord may establish from time to time, which shall not be in excess of any applicable rates chargeable by Law, or in excess of the general service rate or other such rate that would apply to Tenant's consumption if charged by the utility or municipality serving the Building or general area in which the Building is located. If Tenant fails to pay timely any direct-metered utility charges from the applicable utility provider, Landlord shall have the right, but not the obligation, to pay such charges on Tenant's behalf and bill Tenant for such costs plus the Administrative Fee, which amount shall be payable to Landlord within 30 days after receipt of an invoice therefor. Tenant shall at all times comply with the rules, regulations, terms, policies, and conditions applicable to the service, equipment, wiring, and requirements of the utility supplying electricity to the Building. Tenant shall be solely responsible for the Maintenance of any separate meters installed to measure the consumption of such utility services to the Premises. Tenant's use of electrical energy in the Premises shall not, at any time, exceed the capacity of: (i) any of the electrical conductors and equipment in or otherwise servicing the Premises; and/or (ii) the mechanical, electrical, heating, ventilating, air-conditioning ("HVAC System") of either or both of the Premises and the Property.

4.2. Utility Information. In connection with performing energy benchmarking of the Premises or as required by Law or in connection with any LEED requirements, Tenant hereby authorizes Landlord to obtain information, from time to time throughout the Term, regarding Tenant's utility and energy usage at the Premises from Tenant or directly from the applicable utility providers and Tenant shall execute, within 5 days of Landlord's request, any additional documentation required by any applicable utility provider evidencing such authorization. Further, throughout the Term, (i) within 5 days of Landlord's request, Tenant shall provide to Landlord all requested information regarding Tenant's utility, energy and space usage at the Premises, and (ii) upon Landlord's delivery to Tenant of written request, Tenant shall deliver to Landlord copies of its utilities bills for the immediately preceding 12 months. To the extent available, Landlord shall endeavor to provide to Tenant the ENERGY STAR rating for the Building for Tenant's information. Landlord is committed to working cooperatively with Tenant to help Tenant achieve more sustainable practices, including without limitation, exploring opportunities to utilize renewable energy at the Building. Landlord's sustainability contact with respect to the energy efficiency of the Building can be reached at responsibility@firstindustrial.com.

4.3 Interruption of Utility Services. Landlord reserves the right, without any liability to Tenant and without affecting Tenant's covenants and obligations hereunder, to stop service of the HVAC System, electric, sanitary, elevator (if any), and other systems serving the Premises, or to stop any other services required by Landlord under this Lease, (collectively, "Utility Services"), whenever and for so long as may be necessary by reason of (i) Force Majeure, or (ii) the making of repairs or changes which Landlord, in good faith, deems necessary. Further, it is also understood and agreed that Landlord shall have no liability or responsibility for a cessation of Utility Services to the Premises or to the Property that occurs as a result of Force Majeure. No such interruption of service shall be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Lease, including, but not limited to, the obligation to pay Rent. In the event that Landlord causes any interruption of Utility Services that persists for a period in excess of 3 consecutive business days and Tenant shall cease operating within the impacted portion of the Premises for such continuous period, Tenant shall, as Tenant's sole remedy, be entitled to a proportionate abatement of Rent to the extent, if any, of any actual loss of use of the Premises by Tenant. To the extent that Tenant is able to operate its business temporarily within the balance of the Premises without interruption, Tenant shall not be entitled to any such abatement. The foregoing shall be Tenant's sole remedy in the event of an interruption of Utility Services negligently caused by Landlord.

5 TENANT'S USE OF PREMISES; COMMON AREAS; SIGNAGE.

5.1 **Use of Premises, Building and Property**. The Premises shall be used by Tenant for the Permitted Use (and for no other use) and in no event shall Tenant use the Premises for any of the Prohibited Uses set forth in Exhibit C attached hereto, without Landlord's consent, which shall not be unreasonably withheld, conditioned or delayed. Landlord makes no representation that the Permitted Use is compliant with all federal, state, county, and local governmental and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders, and other such requirements, and decisions by courts in cases where such decisions are considered binding precedents in the state or commonwealth in which the Premises are located ("State"), and decisions of federal courts applying the laws of the State, including without limitation Title III of the Americans with Disabilities Act of 1990, 42 U.S.C. §12181 et seq. as now in effect or hereafter amended and all rules and regulations issued thereunder (collectively, "Laws"). Tenant acknowledges it is solely responsible for verifying that the Permitted Use is permitted by applicable Law, and for seeking any permits, licenses, approvals, or variances necessary to conduct its business. Tenant shall not (and Tenant shall not permit Tenant's Parties) to use, operate or occupy, the Premises or use the Property in any manner that: (i) violates any "Certificate of Occupancy", permit, license or approval for the Premises and/or Property; (ii) causes, or is liable to cause, injury to, or in any way impair the value or proper utilization of the Premises or Building; (iii) constitutes a violation of Laws or the requirements of insurance bodies; (d) violates any Easement; (iv) exceeds the load bearing capacity of the floor/slab of the Premises or parking areas of the Property; (v) impairs the character, reputation or appearance of the Premises; (vi) creates any noxious odor at the Premises; or (vii) unreasonably inconveniences or disrupts the operations or tenancies of other tenants, users or invitees of the Property. Tenant shall (and cause Tenant's Parties to) comply with the rules and regulations set forth in Exhibit C attached hereto (collectively, "Stated Rules"). Landlord shall have the right to either or both rescind and augment any of the Stated Rules and to make such other and further rules and regulations that, in the reasonable judgment of Landlord, are needed for the safety, protection, care, and cleanliness of the Premises, the operation of the Property, and the protection and comfort of its tenants, their affiliates, employees, and invitees (collectively, with the Stated Rules, the "Rules"). In the event of an inconsistency between the Rules and this Lease, the provisions of this Lease shall control. Landlord shall not have any liability to Tenant for any failure of any other tenants to comply with any of the Rules. Tenant acknowledges the requirements contained in Exhibit I attached hereto (if any) as they apply to the jurisdiction in which the Premises is located and covenants to comply therewith.

5.2 **Continued Operations.** Tenant shall not vacate or abandon the Premises during the Term, unless: (i) prior to vacating the Premises, Tenant has made arrangements reasonably acceptable to Landlord to: (a) ensure that Tenant's insurance for the Premises will not be voided or cancelled with respect to the Premises as a result of such vacancy; (b) secure the Premises and ensure the Premises are not subject to vandalism; (c) ensure that proper Maintenance of the Premises after such vacation, including, but not limited to, keeping maintenance contracts required by this Lease in full force and effect, maintaining utility services and keeping the Premises in good appearance; (d) visit the Premises at least once each month; (e) continue to run the HVAC System in the Premises at levels sufficient to keep the Building in good condition and (f) cause continued pest control service for the Premises; and (ii) Tenant has removed all Tenant's Property (except as expressly set forth herein) (a Default under Tenant's obligations under this Section is referred to as an "Abandonment Default").

5.3 **Use of Common Areas.** Tenant shall have the nonexclusive right to use the Common Areas for the purposes intended. Tenant shall not interfere with the rights of Landlord, other tenants or licensees and/or any other person entitled to use the Common Areas. Without limitation of the foregoing, Tenant shall not park or store any vehicles or trailers on, or conduct truck loading and unloading activities in, the Common Areas in a manner that unreasonably disturbs, disrupts or prevents the use of the Common Areas by Landlord, other tenants, licensees and/or other persons entitled to use the Common Areas.

5.4 **Signage.** Tenant shall not affix any sign of any size or character to any portion of the Premises that is visible from the exterior without Landlord's consent, which shall not be unreasonably withheld or delayed. If Landlord's consent is given, then any signs approved by Landlord must be in compliance with all Laws, Easements and any of Landlord's specific signage specifications set forth in Exhibit E (if any). Tenant shall remove all signs of Tenant on or before the Surrender Date and immediately repair, at Tenant's expense, any damage to the Premises, and the Building (or any portion thereof) caused by, or resulting from, such removal, or the installation or existence of the signs.

5.5 **Security.** Tenant acknowledges that Landlord has no responsibility for providing security services to the Premises. Tenant is solely responsible for the cost of guard service or other security measures that Tenant elects to obtain. Tenant assumes all responsibility for the protection of the Premises, Tenant's Property and any Tenant's Parties. Notwithstanding the foregoing, Landlord may elect to provide a security guard for the more efficient operation of the Property, in Landlord's sole discretion, and the cost thereof shall be included as an Operating Expenses. If Landlord elects to provide such services, in its sole discretion, Landlord is not obligated to provide such services at any time or for any length of time or continue to provide such services.

5.6 **LEED Obligations.** Tenant acknowledges that the Building is either LEED certified or in the process of becoming LEED certified and that Tenant shall comply with the LEED requirements set forth in Exhibit K attached hereto during the Term of the Lease.

6 CONDITION AND DELIVERY OF PREMISES.

6.1 Condition of Premises. Tenant agrees that Tenant is familiar with the condition of both the Premises and the Property, and Tenant hereby accepts the foregoing on an "AS-IS," "WHERE-IS" basis, except as is otherwise expressly and specifically described on Exhibit F attached hereto and incorporated herein by this reference, it being understood that, if Landlord has agreed to perform any tenant improvements in or to the Premises in consideration of Tenant's entry into this Lease (collectively, "Landlord's Work"), all of Landlord's Work shall be described on Exhibit F. Tenant acknowledges that neither Landlord nor Agent, nor any representative of Landlord, has made any representation or warranty as to the condition of the foregoing or the suitability of the foregoing for Tenant's intended use. In addition to the foregoing, Tenant shall complete the Tenant Improvements as set forth in Exhibit G attached hereto. At Tenant's request, Landlord may perform the Tenant's Work, contingent upon Tenant providing a scope of work and Tenant agreeing to reimburse the Landlord for the needed work.

7 SUBORDINATION; ATTORNMENT; ESTOPPEL CERTIFICATE

7.1 Subordination and Attornment. This Lease is and shall be subject and subordinate at all times to any mortgage, deed of trust, ground lease or other interest of a Superior Party. Tenant shall execute and deliver, within 30 days of Landlord's request, and in the form reasonably requested by Landlord (or its lender), any documents evidencing the subordination of this Lease. Tenant hereby covenants and agrees that Tenant shall attorn to any successor to Landlord.

7.2 Estoppel Certificate. Tenant agrees, from time to time and within 30 days after request by Landlord, to deliver to Landlord, or Landlord's designee, an estoppel certificate stating such matters pertaining to this Lease as may be reasonably requested by Landlord. The County Mayor or the County Mayor's designee is authorized to sign the estoppels on behalf of the Tenant.

8 ASSIGNMENT AND SUBLETTING.

8.1 The Tenant shall not permit any part of the Premises to be used or occupied by any person(s) other than the Tenant, and its employees, licensees, and invitees. Tenant shall not voluntarily, by operation of law, or otherwise, assign, sublease, transfer, or encumber this Lease, or any interest herein, or part with possession of all or any part of the Premises, without the Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed; provided that the Tenant may, without Landlord's consent but with prior written notice to Landlord, assign or sublease the Premises to a different government agency or department of the Tenant, whether to a Federal agency, 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; provided that such assignee or subtenant (i) shall use the Premises for the Permitted Use and in compliance with all applicable laws, including, without limitation, zoning laws, and otherwise consistent with all of the requirements of this Lease. Any assignment or sublease without the Landlord's prior written consent, as required herein, or in violation of the foregoing, shall be void or voidable, at the Landlord's discretion, and may, at Landlord's election, constitute a default hereunder, notwithstanding Landlord's acceptance of rent payments from any purported assignee or sub-tenant. (b) In the event of any assignment or subletting or any transfer, the Tenant (Miami-Dade County) shall remain fully liable for the performance of all of the terms and conditions of this Lease, unless the Landlord, in writing, consents in Landlord's sole discretion to the Tenant being released from any further liability or responsibility under this Lease. (c) Landlord's consent in one instance, and any other act or acts of Landlord or its agents, shall not be deemed to constitute consent to any subsequent assignment or subletting. (d) To the extent that the Landlord's consent is necessary, the Tenant shall provide the Landlord with a copy of any proposed written assignment or sublease of the Premises, and to the extent then available a copy of any document pursuant to which any such assignment or sublease may be made, at least twenty (20) business days prior to the proposed effective date of the assignment or sublease. For any assignment, sublease or other transfer ("Transfer") requiring Landlord's consent, any sums or other economic consideration received by Tenant as a result of the Transfer (except rental or other payments received that are attributable to the amortization of the cost of leasehold improvements made to the transferred portion of the Premises by Tenant, and other reasonable expenses incident to the Transfer, including standard leasing commissions) whether denominated rentals under the sublease or otherwise, that exceed, in the aggregate, the total sums which Tenant is obligated to pay Landlord under this lease (pro-rated to reflect obligations allocable to that portion of the Premises subject to such Transfer) shall be allocated equally between Landlord and Tenant, with Landlord's portion being payable to Landlord being payable to Landlord within 30 days after for any assignment and monthly for any sublease, without affecting or reducing any other obligation of Tenant hereunder. Any leasehold improvements performed by Tenant for the transferee shall be considered Alterations and subject to all requirements in connection therewith.

9 **ENVIRONMENTAL.**

9.1 Hazardous Materials. Tenant shall, at its sole expense, comply with all Laws with respect to the generation, transportation, storage, use, treatment, and/or disposal of Hazardous Materials). This Section does not authorize the generation, transportation, storage, use, treatment or disposal of any Hazardous Materials at, to, from, on or in either or both of the Premises and the Property, which, except for normal cleaning and office supplies used in the day to day operation of the Premises, is expressly prohibited unless and then only to the extent expressly set forth below in this Section. Any violation of the immediately preceding sentence shall constitute a Default, without any obligation to provide any notice thereof or any opportunity to cure such failure to perform. As used herein, the term, "Hazardous Materials" shall mean any regulated substance, toxic substance, hazardous substance, hazardous waste, pollution, pollutant or contaminant, as defined or referred to in any Laws pertaining to the protection of human health or the environment, including, without limitation, radon, asbestos, polychlorinated biphenyls, urea formaldehyde, Per-and Polyfluoroalkyl Substances (collectively, "PFAS"), and petroleum products and petroleum based derivatives. Where a Law defines Hazardous Materials more broadly than herein the Law shall apply. Notwithstanding anything to the contrary hereunder, Tenant shall be deemed the owner and generator of Hazardous Materials at the Premises with sole responsibility for compliance with all Laws concerning any and all Hazardous Materials, including, without limitation, responsibility for proper training, storage, handling, labeling, distribution and off-Property disposal. If any certificate, license or permit is required for the conduct of Tenant's business in the Premises in connection with any Hazardous Materials, Tenant, at its expense, shall procure such certificate, license or permit prior to the Commencement Date and shall maintain such certificate, license or permit in good standing throughout the Term.

9.2 Compliance. If, at any time or from time to time during the Term (or any extension thereof), any Hazardous Materials are generated, transported, stored, used, treated or disposed of at, to, from, on or in any of the Premises, Building and/or the Property by, or as a result of any act or omission of, Tenant and any Tenant's Parties: (i) Tenant shall, at its own cost, at all times comply (and cause all others to comply) with all Laws relating to Hazardous Materials, and Tenant shall further, at its own cost, obtain and maintain in full force and effect at all times all certificates, licenses and permits and other approvals required in connection therewith; (ii) Tenant shall promptly provide Landlord with complete copies of all communications, certificates, licenses, permits or agreements with, from or issued by any governmental authority or agency (federal, state or local) or any private entity relating in any way to the presence, release, threat of release, or placement of Hazardous Materials at, to, from, on or in either or both of the Premises or any portion of the Property, or the generation, transportation, storage, use, treatment, or disposal at, on, in or from either or both of the Premises or any portion of the Property, of any Hazardous Materials; and (iii) Landlord and Landlord's Representatives shall have the right, without the obligation, to enter the Premises, after given proper notice, and be escorted by the Tenant's representative (unless in the event of an emergency or if Tenant's representative is not available, in which case Landlord may proceed) and conduct such sampling, tests and investigations as Landlord may elect, for the purposes of ascertaining Tenant's compliance with all applicable Laws or certificates, licenses, permits or agreements related to the generation, transport, storage, use, treatment, disposal and/or presence of Hazardous Materials on, at, in, to or from all or any portion of either or both of the Premises and the Property. Landlord may elect, in Landlord's discretion, to share with Tenant the results of such sampling, tests and investigations. To the extent that Landlord determines that Tenant has not complied with the requirements of this Section, Landlord shall provide the results of its sampling, tests and investigations and, in addition to the other requirements of this Section, Tenant shall pay the third-party costs of Landlord's sampling, tests and investigations.

9.3 Responsibility for Remediation. Tenant covenants to investigate, clean up and otherwise remediate, at Tenant's sole expense, any release of Hazardous Materials caused, contributed to, or created by: (i) Tenant; and/or (ii) Tenant's shareholders, officers, directors, members, managers, partners, customers, invitees, guests, agents, employees, contractors, vendors, affiliates, representatives and/or subtenants (collectively, "Tenant's Parties"). Such investigation and remediation shall be performed only after Tenant has obtained Landlord's prior written consent, which consent shall not be deemed a waiver by Landlord of its remedies under this Lease or Law for any such Default. Tenant shall be entitled to respond (in a reasonably appropriate manner) immediately to an emergency without first obtaining such consent, provided notice of such emergency condition shall be given to Landlord as promptly as possible. All investigation and remediation shall be performed in strict compliance with Laws and to the reasonable satisfaction of Landlord. Tenant shall not enter into any settlement agreement, consent decree or other compromise with respect to any claims relating to any Hazardous Materials in any way connected with either or both of the Premises and Property without first obtaining Landlord's written consent (which consent shall not be unreasonably withheld, conditioned or delayed) and affording Landlord the reasonable opportunity to participate in any such proceedings, all at the cost and expense of Tenant, which Tenant shall pay (together with, but not limited to, all fees and expenses of Landlord's legal advisors and consultants).

9.4 Tenant Disclosures. In connection with the Tenant's Hazardous Materials compliance obligations set forth above, Tenant provides the information below with respect to its planned use of any Hazardous Materials within the Premises (collectively, "Tenant Disclosures"):

Is Tenant required to make filings and file notices or obtain permits by federal and/or state Laws for its operations at the Premises under any of the programs below?

	Yes	**No**
SARA Title III Section 312 (Tier II) reports	☐	☐
SARA Title III Section 313 (Tier III) Form reports	☐	☐
NPDES or SPDES Stormwater discharge permit	☐	☐
EPA Hazardous Waste Generator ID Number	☐	☐

Any other programs:____

Below is a list of all Hazardous Materials that Tenant anticipates will be used, stored, handled, generated and/or otherwise present at the Premises. Routine office and cleaning supplies are not required to be included. If additional space is required, it should be attached.

Hazardous Materials	**Approximate Annual Quantity Used or Generated**	**Storage Container(s) Used (Drums, Cartons, Above Ground Tanks, etc.)**

Tenant represents, warrants and covenants that the Tenant Disclosures are (and shall remain) true, correct and complete. Tenant acknowledges that the foregoing information and representation shall be relied upon by Landlord. From time to time during the Term (but no more often than once in any 12-month period unless there is a Default or there is a Transfer), Tenant shall provide an updated and current Tenant Disclosures upon Landlord's request.

9.5 Survival. The terms of this Section shall survive the Surrender Date.

10 LANDLORD INSURANCE. Landlord shall maintain: (i) commercial property insurance covering the Building (at its full replacement cost), but excluding Tenant's Property; and (ii) commercial general liability insurance covering Landlord for claims arising out of liability for bodily injury and property damage, resulting from any acts and operations of Landlord and Landlord's Representatives and affiliates. The insurance obtained by Landlord pursuant to this Section is collectively referred to as the "Landlord Insurance". The costs of Landlord Insurance shall include, without limitation, premiums, and costs of administration of Landlord Insurance. Upon request, Landlord shall provide copies of the insurance policy(ies) declaration pages, certificates evidencing coverage and proof of payment letters from the insurance broker/carrier with supporting schedule(s) that evidence the applicable coverage and cost of the two above mentioned Landlord Insurance coverage. Landlord may have additional insurance coverage types to protect its Property at Landlord's cost and expense.

11 TENANT INSURANCE.

11.1 Landlord hereby acknowledges that the Tenant is self-insured, and therefore the Tenant shall not be required to secure any type of insurance coverage during the Term of this Lease. However, Tenant's contractors will be required to be insured prior to performing any work on the Premises, and Landlord will be added as an additional insured on Tenant's contractors' commercial general liability insurance policy. Tenant shall provide to Landlord a letter evidencing the self-insured status prior to the Commencement Date of this Lease. Tenant's right to self-insure shall terminate upon assignment or subletting of this Lease to a non-governmental entity.

11.2 All Tenant's contractors' Insurance shall comply with the following: (i) commercial general liability insurance shall be in the amount of not less than $1,000,000 per occurrence for bodily injury and property damage; (ii) workers' compensation insurance as required by Florida Statutes 440; and (iii) issued by an insurance company with a Best's rating/financial size category of A-/VII or better, and or authorized to do business in the State of Florida, and otherwise reasonably acceptable to Landlord.

11.3 In the event of any incident at the Property or Premises which could give rise to a claim, Tenant shall advise Landlord in writing within 24 hours, providing as much detail about the incident as is known at the time. Following such initial notice, and at Landlord's request, Tenant shall promptly provide Landlord any documents or information requested by Landlord related to the incident. Tenant shall provide written notice to Landlord in accordance with this Lease prior to the cancellation or material modification of any of Tenant Insurance.

11.4 In connection with any Alterations or other improvements made to the Premises, Tenant shall contractually require all of its contractors, subcontractors, vendors, consultants, and design professionals (collectively, "Alteration Vendors") who will be performing any material activities or services in connection therewith to carry insurance coverage described in subsection 2 above, and to name Landlord additional insured on such Alteration Vendors' commercial general liability insurance policies.

11.5 All Tenant's contractors' and Alterations Vendors' insurance shall be primary to any other insurance that may be available to Landlord and any additional insureds. Upon request, Tenant shall deliver to Landlord Tenant's contractors' certificates of insurance, each of which shall name Landlord as an additional insured, on the commercial general liability policies.

11.6 The requirements of this Section are referred to as "Tenant's Insurance Requirements".

12 WAIVER OF SUBROGATION. Notwithstanding anything to the contrary in this Lease, each of Landlord and Tenant hereby waives any and all claims against the other for Losses to the extent covered by Tenant Insurance and Landlord Insurance ("Waiver of Subrogation"). The risk to be borne by each of Landlord and Tenant shall also include the satisfaction of any deductible (or self-insured retention) amounts required to be paid under the applicable insurance carried by the party incurring the Losses, and each of Landlord and Tenant agrees that the other shall not be responsible for satisfaction of such deductible (or self-insured amount).

13 ALTERATIONS.

13.1 Consent; Construction. Tenant may, from time to time, at its expense, make alterations or improvements in and to the Premises (collectively "Alterations"), provided that Tenant first obtains the written consent of Landlord, not to be unreasonably withheld, conditioned or delayed. Alterations shall be subject to the following conditions: (i) the Alterations are non-structural and the structural integrity of the Building shall not be affected; (ii) the Alterations are to the interior of the Premises; and (iii) the proper functioning of the HVAC System, sanitary and other service systems of the Building shall not be affected and the usage of such systems by Tenant shall not be increased. If Tenant desires to obtain Landlord's consent to Alterations, Tenant shall submit to Landlord, for its written approval, working drawings and plans and specifications for the Alterations. If Landlord gives consent, Tenant shall obtain all approvals, permits and certificates for the Alterations, at Tenant's expense; (iii) prior to Alterations work, Tenant shall cause its contractors, materialmen and suppliers engaged to perform the Alterations to deliver to Landlord certificates of insurance (in a form reasonably acceptable to Landlord) evidencing policies of builder's risk, commercial general liability insurance, pollution liability, professional liability, and workers' compensation insurance consistent with Landlord's reasonable insurance requirements for the Alterations. Tenant, at its sole expense, shall cause the Alterations to be performed in compliance with all applicable approvals, permits, Laws and requirements of public authorities, and with Landlord's reasonable rules and regulations or any other restrictions that Landlord may reasonably impose on the Alterations. Tenant shall timely pay all costs and expenses for the Alterations and cause the Premises and Property to be free of all construction liens and all other liens or encumbrances. Tenant shall cause the Alterations to be diligently performed by a contractor reasonably acceptable to Landlord, in a good and workmanlike manner, using new materials and equipment at least equal in quality and class to the standards for the Building established by Landlord. Following completion of the Alterations, Tenant shall provide Landlord with "as built" plans that reflect the then-applicable Alterations, copies of all construction contracts, governmental approvals, permits and certificates and proof of payment for all labor and materials, including, without limitation, copies of paid invoices and final lien waivers, all as applicable to, and reflecting performance of, such Alterations.

13.2 Removal of Alterations. At the time that Landlord's consent is given to the Alterations, Landlord shall also advise Tenant whether or not Landlord shall require that Tenant remove such Alterations at the Surrender Date and to restore the Premises to the condition existing prior to such Alterations and repair any damage caused in connection with such removal. If Landlord requires Tenant to remove the Alterations by the Surrender Date, then, during the remainder of the Term, such Alterations shall be considered Tenant's Property and Tenant shall insure the Alterations with Tenant Insurance. If Landlord does not require that Tenant remove such Alterations, such Alterations shall constitute Landlord's property and Landlord shall be responsible for the insurance thereof, and such shall be covered pursuant to the Landlord Insurance.

14 LANDLORD'S AND TENANT'S PROPERTY. Except for those Alterations required to be removed per the terms of the Lease, Landlord's Work and Tenant Improvements, all fixtures, machinery, equipment, improvements and appurtenances attached to, or built into, the Premises, whether or not placed there by or at the expense of Tenant, shall become and remain a part of the Premises and shall be deemed the property of Landlord ("Landlord's Property"), without compensation or credit to Tenant; and shall not be removed by Tenant at the Surrender Date. Landlord's Property shall also include any personal property paid for or owned by Landlord. In no event shall Tenant remove any of the following materials or equipment from the Premises without Landlord's prior written consent (which consent may be given or withheld in Landlord's sole discretion): any power wiring or power panels, cranes, lifts, dock equipment (including, without limitation, dock levelers), lighting or lighting fixtures, wall or window coverings, carpets or other floor coverings, heaters, plumbing, electrical, HVAC System or any other related equipment, fencing or security gates, or other similar building operating equipment and decorations. For purposes of this Lease, any references to "Tenant's Property" shall mean any personal property of Tenant or Tenant Parties, together with any machinery and equipment for which Tenant has paid and that is not attached to, or built into, the Premises (unless Landlord has consented in writing to attached equipment being considered Tenant's Property). Tenant shall remove the Tenant's Property on or before the Surrender Date and shall promptly repair (to Landlord's reasonable satisfaction) any damage to the Premises, Building or Property resulting from its installation or removal. Any items of Tenant's Property that remain in the Premises after the Surrender Date, may, at the option of Landlord, be deemed to have been abandoned, and in such case, such items of Tenant's Property may be retained by Landlord as its property or be disposed of by Landlord, in Landlord's sole and absolute discretion, at Tenant's expense, plus the Administrative Fee. Notwithstanding anything to the contrary, if there is a Default, Tenant may remove Tenant's Property from the Premises only after receipt of Landlord's written consent.

15 REPAIRS AND MAINTENANCE.

15.1 Tenant Responsibilities. During the Term, Tenant shall keep in good and safe condition the Premises, properly operate all Building systems, and be responsible for the Maintenance of the following, at its sole cost and expense: (i) all of the Premises (including, but not limited to, the Premises' plumbing and fixtures, electric systems, HVAC System (serving the Premises), floor/slab, dock equipment, exterior ramps and stairs leading into the Premises, all doors, ceilings, lighting and lighting fixtures, glass and windows, levelers, and interior walls and insulation (non-structural) located in the Premises or otherwise available in the Building for Tenant's use; and excluding, however, only the Landlord Repair Items (collectively, "Tenant Maintenance Obligations"). All Maintenance by Tenant shall be made with materials of equal or better quality than the items being repaired or replaced. Landlord shall have the right to inspect the Premises from time to time to confirm that Tenant is complying with its obligations hereunder.

15.2 General Maintenance Services. Notwithstanding the foregoing, if Tenant Defaults (after any notice and cure periods) in its obligations under Section 15.1 (in addition to all other remedies), Landlord may elect, in its sole discretion, and by delivery of written notice to Tenant, to perform on behalf of Tenant, all or some portion of Tenant's Maintenance Obligations ("General Maintenance Services"). Tenant shall pay Landlord the cost of the General Maintenance Services plus the Administrative Fee, simultaneously with the payment of Operating Expenses (on a monthly estimated basis, subject to annual reconciliation which shall be delivered with the Statement). Unless and until Landlord affirmatively elects to perform any General Maintenance Services, nothing contained herein shall be construed to obligate Landlord to perform any General Maintenance Services. Landlord may from time to time, in its sole discretion, (x) reduce or expand the scope of the General Maintenance Services that Landlord has elected to provide or (y) revoke its election to provide the General Maintenance Services, in either event, upon delivery of not less than 30 days' prior written notice to Tenant. Landlord shall not be obligated to furnish any services, supplies, or utilities other than as set forth in this Lease; however, upon Tenant's prior request, Landlord may furnish additional services, supplies, or utilities, in which case Tenant shall pay to Landlord, immediately upon demand, Landlord's then-current charge, plus the Administrative Fee, for such additional services, supplies, or utilities, or Tenant's pro rata share thereof, if applicable, as reasonably determined by Landlord.

15.3 Maintenance Contracts. Tenant shall obtain and keep in full force and effect, the following customary preventative maintenance and service contracts with a reputable, fully licensed and insured third-party service provider reasonably acceptable to Landlord: (i) the Maintenance of the HVAC System of the Premises; and (ii) the Maintenance of the overhead door and dock leveler and trailer restraint systems of the Premises (collectively, "Maintenance Contract"). Tenant's employees authorized to perform this type of preventative maintenance and services may also perform the work as approved by Landlord. With respect to the HVAC System, the terms and provisions of any Maintenance Contract shall require that the service provider maintain the Premises' HVAC System in accordance with the manufacturer's recommendations and in light of Tenant's use and be reasonably acceptable to Landlord and shall otherwise in accordance with normal, customary and reasonable practices in the geographic area in which the Premises is located and for HVAC System comparable to the Premises' HVAC System, but not less than quarterly preventative maintenance visits. Within 60 days after the Commencement Date, Tenant shall deliver to Landlord the Maintenance Contract or alternatively advise that Tenant's employees will perform the quarterly maintenance for the HVAC System, annual maintenance for the door and dock leveler, and annual maintenance for the trailer restraint systems of the Premises. Thereafter, Tenant shall provide to Landlord a copy of renewals or replacements of such Maintenance Contract no later than 30 days prior to the then-applicable expiration date of the existing Maintenance Contract. If Tenant fails to timely deliver to Landlord the Maintenance Contract (or any applicable renewal or replacement thereof), then Landlord shall have the right to contract directly for the periodic maintenance of the HVAC System or overhead door and dock leveler and trailer restraint system (as applicable) in the Premises and to charge the cost thereof back to Tenant, plus the Administrative Fee. In the event that Landlord exercises the General Maintenance Services with respect to the HVAC System or the overhead door and dock leveler and trailer restraint system of the Premises, then Tenant shall have no obligation to maintain the Maintenance Contract for the applicable items for which Landlord has exercised its option.

15.4 Landlord Responsibilities. During the Term, Landlord shall be responsible for the Maintenance of the following: (i) foundation, exterior and interior load-bearing walls, structure and roof covering of the Building; and (ii) the Common Areas; and (iii) fire suppression and safety system (collectively, "Landlord Repair Items"). All costs and expenses incurred by Landlord for the Landlord shall be paid by the Landlord.

15.5 Tenant-Caused Damage. Notwithstanding anything to the contrary, except as excluded by any Waiver of Subrogation, Tenant shall be responsible for all costs of Maintenance (whether structural or non-structural; interior or exterior; and ordinary or extraordinary) of the Premises, Building, and the Property and the equipment, facilities and systems therein, to the extent arising from any act, omission, misuse, or neglect of Tenant or Tenant's Parties, including, but not limited to (i) the performance or existence of any Alterations, (ii) the installation, use or operation of Tenant's Property in the Premises; (iii) the moving of Tenant's Property in or out of the Property; or (iv) Tenant's breach of its obligations under this Lease (collectively, "Tenant-Caused Damage"). If the Tenant-Caused Damage is also a Tenant Maintenance Obligations, then Tenant shall be responsible to repair and/or replace such damage at Tenant's expense. If the Tenant-Caused Damage is not a Tenant Maintenance Obligations, Landlord may repair or replace such damage, at Tenant's expense. Tenant shall pay the amounts due under this Section within 60 days after receipt of invoice therefor, plus the Administrative Fee.

15.6 **Inspections.** Throughout the Term, Landlord shall have the right, but not the obligation, to perform inspections at, to, of and about the Premises in order to determine whether or not Tenant is complying with its Maintenance obligations under this Lease, whether under this Section or otherwise ("Inspection"). The cost of each Inspection shall be paid by Landlord except that Tenant shall be solely responsible for such Inspection costs in the event that such Inspection advises that Tenant has failed to timely comply with its Maintenance obligations under this Lease ("Deficiencies"). Tenant shall correct all such Deficiencies within 30 days after Landlord delivers the Inspection report to Tenant; provided, however, if Tenant promptly commences, and pursues with due diligence, the correction or remedy of the Deficiencies, but Tenant is unable to complete such correction or remedy within the 30-day cure period, for any reason outside of Tenant's reasonable control, such 30-day period may be extended for up to an additional 60 days, provided that Tenant continues to pursue the correction or remedy of the Deficiencies with diligence. If Tenant fails to timely correct or remedy the Deficiencies, then, in addition to Landlord's rights, as set forth in this Lease, Landlord shall have the right, but not the obligation, to undertake the correction or remediation of any outstanding Deficiencies, at Tenant's sole cost and expense.

16 LANDLORD'S RIGHTS.

16.1 **Premises.** Landlord shall be allowed access to the Premises upon forty-eight (48) hours prior written notice to the Tenant, which access shall be limited to the personal escort of the Premises by the employees of the Tenant, except in an emergency and if Tenant fails to make its represenative availble, Landlord may proceed without such representative. Following receipt of Landlord's request, Tenant shall provide Landlord with any keys, pass keys or access cards to the Premises. In addition to Landlord's other rights under this Lease, Landlord and Landlord's employees, consultants, vendors, contractors and representatives (collectively, "Landlord's Representatives") shall be provided reasonable access to the Premises, without undue interruption, delay or hindrance, to: (i) perform the Landlord Repair Items; (ii) provide General Maintenance Services; (iii) perform the repair and/or replacement of any Tenant-Caused Damage; (iv) examine and inspect the Premises; (v) provided such does not otherwise interfere with Tenant's business operations at the Premises, right to grant easements, rights of way, temporary licenses or leases for the use of a portion of the Property (excluding the Building), and sale of a portion of the undeveloped land of the Property; (vi) show the Premises to actual and prospective lenders or prospective purchasers and, in connection with the foregoing, to install a sign at or on the Property to advertise the Premises for lease or sale; and (vii) during the period of 12 months prior to the Surrender Date (or at any time, if Tenant has vacated or abandoned the Premises or there is a Default), exhibit the Premises to prospective tenants. In addition to the foregoing, Landlord and Landlord's Representatives shall have the right to access, perform Maintenance and make improvements to the Premises in anticipation of reletting the Premises without affecting or modifying the Term or Rent, and without any additional notice to or consent of Tenant if: (i) Tenant has removed all or substantially all of Tenant's Property and there are then 2 months or less remaining in the Term; or (ii) Tenant vacates or abandons the Premises for more than 30 consecutive days without notice to Landlord of Tenant's intent to reoccupy the Premises. Tenant hereby waives any rights to any such improvements, any claim of constructive eviction, early termination of this Lease, or reduction of Rent in connection with Landlord exercising its right under this Lease. Landlord and Landlord's Representatives shall have the right to install, use, and maintain ducts, pipes, wiring, and conduits in and through the Premises provided such use does not cause material disruption in Tenant's use thereof.

16.2 **Common Areas.** Landlord and Landlord's Representatives shall have the right to use, construct, operate, close, limit, take out of service, alter, change and/or modify all or any portion of the Common Areas (collectively, "Common Area Modifications") and undertake the Maintenance of the Common Areas for such purposes as Landlord may desire; provided, however, that in all events, Landlord's Common Area Modifications shall not materially or financially interfere with: (i) Tenant's rights to occupy and use the Common Areas (in the manner and for the purposes contemplated under this Lease); (ii) Tenant's right to utilize the vehicular parking areas located on the Common Areas (subject to Landlord's rights hereunder); and (c) Tenant's right(s) of access, ingress and egress to and from the Common Areas. Landlord, from time to time, may change the size, location, nature and/or use of any of the Common Areas although such changes may result in inconvenience to Tenant, so long as such changes do not materially and adversely affect Tenant's use of the Premises. If at any time, or from time to time, Landlord determines that the parking areas at the Property are or have become overburdened, Landlord may (a) allocate parking on a proportionate basis or assign parking spaces among all tenants at the Property; and (b) fence parking areas for use by any tenant(s) of the Property, so long as, in the case of either or both of (a) and (b), the same does not materially and adversely affect Tenant's use of the Premises.

17 INDEMNIFICATION.

17.1 Except as set forth in Section 12 (Waiver of Subrogation), Landlord shall indemnify and hold harmless Tenant and its officers, employees, agents and instrumentalities from and any all liability, losses or damages, including attorneys' fees and costs of defense, which the Tenant or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the negligence of the Landlord or negligence of its employees, agents, partners, principals or subcontractors. Landlord shall pay all claims and losses in connections therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Tenant, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorneys' fees which may be actually incurred thereon. The term "**Losses**" shall mean all claims, demands, expenses, actions, causes of action, orders, judgments, damages, natural resource damages, penalties, fines, liabilities, losses of every kind and nature, suits, administrative proceedings, costs and fees, including, without limitation, reasonable attorneys', experts' and consultants' reasonable fees and expenses, and the costs of investigation, cleanup, remediation, removal and restoration, that are in any way related to any matter covered by the foregoing Tenant's Indemnified Matters. Landlord shall have no liability for Losses of Tenant's Property.

17.2 Tenant shall not be liable for any damage or injury which may be sustained by any party or person on the Premises, or in the Building, or on the Land, other than the damage or injury caused solely by the negligence of the Tenant, its officers, and employees, subject to the limitations of Section 768.28, *Florida Statutes.* Tenant and Landlord agree that Landlord shall not be responsible or liable to Tenant for bodily injury, personal injury or property damage occasioned by the acts or omissions of any other tenant of the Building or any other person except those damages occasioned by the negligent acts or omissions of Landlord or its officers, employees, or agents.

17.3 Tenant does hereby agree to indemnify and hold harmless the Landlord to the extent and within the limitations of Section 768.28, Florida Statutes, 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 of $200,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of $300,000 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. This Section is referred to as the "Tenant Indemnity".

17.4 The provisions of this Section shall survive the Surrender Date.

18 FORCE MAJEURE. Except with respect to the following obligations: (a) payment of Rent, (b) Tenant's Insurance Requirements, (c) surrender of the Premises on the Surrender Date, and (d) Tenant's giving of notice with respect to the exercise of a Lease option by Tenant (if applicable), each of the obligations of Tenant and Landlord, shall be excused or deferred, and neither Landlord nor Tenant shall have any liability whatsoever to the other, to the extent that any failure to perform, or delay in performing such obligation arises out of either or both of: (i) any labor dispute, governmental preemption of property in connection with a public emergency or shortages of fuel, supplies, or labor, fire or other casualty, acts of terrorism, war or other emergency, delay in obtaining permits or other governmental approvals (provided the party claiming the delay is diligently pursuing the permit or approval), or any other cause, whether similar or dissimilar, beyond Landlord's or Tenant's, as the case may be, reasonable control; and (ii) any failure or defect in the supply, quantity or character of utilities furnished to the Premises, or by reason of any requirement, act or omission of any public utility or others serving the Property, beyond Landlord's or Tenant's, as the case may be, reasonable control (collectively, "Force Majeure").

19 CASUALTY.

19.1 Notification and Repair; Rent Abatement. Tenant shall give prompt notice to Landlord of: (i) any fire or other casualty to the Premises or the Property, and (ii) any damage to, or defect in, any part or appurtenance of the Property's sanitary, electrical, HVAC System, or other systems located in or passing through the Premises or any part thereof. In the event that, as a result of Tenant's failure to promptly notify Landlord pursuant to the preceding sentence, Landlord's insurance coverage is compromised or adversely affected, then Tenant is and shall be responsible for the payment to Landlord of any insurance proceeds that Landlord's insurer fails or refuses to pay to Landlord as a result of Tenant's delayed notification. If either or both of the Building and the Premises is damaged by fire or other insured casualty, and it either is not a Total Destruction or the Lease is not terminated for a Total

Destruction by either party, Landlord shall use its diligent and good faith efforts to cause to be repaired the damage and restore the Building and/or the Premises (except Tenant's Property) after the adjustment and receipt of the insurance proceeds attributable to such damage, and in such manner as not to unreasonably interfere with Tenant's use and occupancy of the Premises, but Landlord shall not be required to do such repair or restoration work except during normal business hours of business days. Provided that such damage is not Tenant-Caused Damage, the Rent shall be proportionally abated to the extent of any actual loss of use of the Premises by Tenant.

19.2 **Total Destruction.** If the Building or the Premises shall be totally destroyed by fire or other casualty, or if the Building or Premises shall be so damaged by fire or other casualty that (in the reasonable opinion of a reputable contractor, architect or engineer designated by Landlord): (i) its repair or restoration requires more than 180 days; or (ii) such repair or restoration requires the expenditure of more than eighty percent (80%) of the full insurable value of the Building or Premises (as applicable) on file with Landlord's insurer immediately prior to the casualty, Landlord and Tenant shall each have the option to terminate this Lease by providing the other with written notice within 10 days after Landlord's contractor, architect or engineer delivers written notice of its opinion to Landlord and Tenant, but in all events prior to the commencement of any restoration of the Building or Premises (as applicable);or (iii) if the damage: (a) is less than the amount stated in (ii) above, but more than 10% of the full insurable value of the Property; and (b) occurs during the last 2 years of Term, then Landlord, but not Tenant, shall have the option to terminate this Lease pursuant to the notice and within the time period established pursuant to the immediately preceding sentence (any of subsections (i), (ii) or (iii) are referred to as "Total Destruction"). In the event of a termination for a Total Destruction, the termination shall be effective as of the date upon which either Landlord or Tenant, as the case may be, receives timely written notice from the other terminating this Lease pursuant to this Section. If neither Landlord nor Tenant timely delivers a termination notice, this Lease shall remain in full force and effect. For purposes of this Section only, "full insurable value" shall mean replacement cost, less the cost of footings, foundations and other structures below grade.

19.3 **Proceeds.** Notwithstanding the foregoing, if: (i) any holder of a mortgage or deed of trust encumbering the Building or Premises pursuant to a ground lease encumbering the Property (collectively, "Superior Party") or other party entitled to the insurance proceeds fails to make such proceeds available to Landlord in an amount sufficient for restoration of the Premises or the Property, or (ii) the issuer of any commercial property insurance policies on the Building fails to make available to Landlord sufficient proceeds for restoration of the Premises or the Building, then Landlord may, at Landlord's sole option, terminate this Lease by giving Tenant written notice to such effect within 30 days after Landlord receives notice from the Superior Party or insurance company, as the case may be, that such proceeds shall not be made available, in which event the termination of this Lease shall be effective as of the date Tenant receives written notice from Landlord of Landlord's election to terminate this Lease. Landlord shall have no liability to Tenant for, and Tenant shall not be entitled to terminate this Lease by virtue of, any delays in completion of repairs and restoration.

19.4 This Section is referred to as the "Casualty" provision.

20 EMINENT DOMAIN. If the whole, or any substantial portion (as reasonably determined by Landlord), of the Property is taken or condemned for any public use under any Law or by right of eminent domain, or by private purchase in lieu thereof, and such taking would prevent or materially interfere with the Tenant's use of the Premises, this Lease shall terminate effective when the physical taking of the Property occurs. If less than a substantial portion of the Premises is so taken or condemned, or if the taking or condemnation is temporary (regardless of the portion of the Premises affected), this Lease shall not terminate, but the Rent payable hereunder shall be proportionally abated to the extent of any actual loss of use of the Premises by Tenant. Landlord shall be entitled to any and all payment, income, rent or award, or any interest therein whatsoever, which may be paid or made in connection with such a taking or conveyance, and Tenant shall have no claim against Landlord, or the condemning authority for the value of any unexpired portion of this Lease. Notwithstanding the foregoing, any compensation specifically and independently awarded to Tenant for relocation expenses, or for Tenant's Property, shall be the property of Tenant, provided that such award does not diminish or otherwise adversely impact any award of Landlord.

21 SURRENDER AND HOLDOVER.

21.1 On the Surrender Date, Tenant shall: (i) deliver the Premises "broom-clean"; (ii) surrender the Premises, in good condition and appearance, subject only to ordinary wear and tear (as is attributable to deterioration by reason of time and use, in spite of Tenant's reasonable care and performance of its obligations under this Lease) and consistent with the conditions set forth in Exhibit B attached hereto; (iii) Tenant shall remove all of Tenant's Property from the Premises, except as otherwise expressly provided in this Lease; (iv) Tenant shall surrender to Landlord any and all keys, access cards, computer codes or any other items used to access the Premises; and (v) Tenant shall remove any required Alterations and Removal Items (collectively, "Surrender Conditions"). Landlord shall be permitted to inspect the Premises in order to verify Tenant's compliance with the Surrender Conditions.

21.2 If Tenant remains in possession after the Surrender Date and/or fails to perform the Surrender Conditions: (i) Tenant shall be deemed a tenant-at-will; (ii) Tenant shall pay Holdover Rent; (iii) there shall be no renewal or extension of this Lease by operation of law; and (v) the tenancy-at-will may be terminated by either party hereto upon 30 days' prior written notice given by the terminating party to the non-terminating party. The provisions of this Section shall not constitute a waiver by Landlord or limitation of any re-entry rights of Landlord or rights with respect to Tenant's Property provided hereunder or by Law. A Default under this Section shall be referred to as a "Surrender Default" and Landlord shall have no obligation to provide Tenant any notice and cure period in connection with a Surrender Default.

21.3 The provisions of this Section shall survive the Surrender Date.

22 EVENTS OF DEFAULT.

22.1 **Default.** Each of the following shall constitute a "Default": (i) if Tenant fails to pay Rent when due hereunder within 5 days after written notice from Landlord; provided, however, that if during any consecutive twelve (12) month period during the Term, Tenant shall, on 2 occasions, fail to pay any installment of Rent when due, then, on the 3rd such occasion and on each occasion thereafter, Landlord shall be relieved from the obligation to provide written notice to Tenant, and Tenant shall no longer have any period in which to cure such Default; (ii) if Tenant fails to perform any obligation of Tenant under this Lease (other than the obligation to pay Rent) for a period of 30 days after Landlord's delivery to Tenant of written notice of such default; provided, however, that if the default cannot, by its nature, be cured within such 30-day period, but Tenant commences and diligently pursues such cure during such 30-day period, then Landlord shall not exercise any Landlord Remedies unless such default remains uncured for more than 60 days after the delivery of Landlord's written default notice; (iii) if there is an Abandonment Default; (iv) there is a Transfer in violation of the terms of this Lease; (v) Tenant fails to deliver an estoppel certificate as required hereunder; or (vi) if there is a Surrender Default.

22.2 **Bankruptcy.** It shall be a Default if either or both of Guarantor and Tenant makes an assignment for the benefit of creditors, or files a voluntary petition under any state or federal bankruptcy (including the United States Bankruptcy Code) or insolvency law, or an involuntary petition is filed against either or both of Tenant and Guarantor, as the case may be, under any state or federal bankruptcy (including the United States Bankruptcy Code) or insolvency law that is not dismissed within 90 days after filing, or whenever a receiver of either or both of Tenant and Guarantor, as the case may be, shall be appointed, or either or both of Tenant and Guarantor, as the case may be, admits it is insolvent or is not able to pay its debts as they mature.

23 RIGHTS AND REMEDIES.

23.1 **Landlord's Remedies.** In the event of a Default by Tenant under this Lease, Landlord, at its option, may, do or perform any of the following:

23.1.1 Terminate this Lease and/or terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession to Landlord. In such event, Landlord shall be entitled to recover from Tenant all of: (i) the unpaid Rent that is accrued and unpaid as of the date on which this Lease is terminated; (ii) the worth, at the time of award, of the amount by which (x) the unpaid Rent that would otherwise be due and payable under this Lease (had this Lease not been terminated) for the period of time from the date on which this Lease is terminated through the Expiration Date exceeds (y) the amount of such rental loss that Tenant proves could have been reasonably mitigated; and (iii) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of events, would be likely to result therefrom, including but not limited to, the cost of recovering possession of the Premises, expenses of reletting, including renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Landlord in connection with this Lease applicable to the unexpired Term (as of the date on which this Lease is terminated). The worth, at the time of award, of the amount referred to in provision (ii) of the immediately preceding sentence shall be computed by discounting such amount at the current yield, as of the date on which this Lease is terminated under this Section, on United States Treasury Bills having a maturity date closest to the stated Expiration Date of this Lease, plus one percent per annum. Efforts by Landlord to mitigate damages caused by the Default shall not waive Landlord's right to recover damages under this Section. If this Lease is terminated through any unlawful entry and detainer action, Landlord shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable in such action, or Landlord may reserve the right to recover all or any part of such Rent and damages in a separate suit; or

23.1.2 Continue the Lease and either (i) continue Tenant's right to possession or (ii) terminate Tenant's right to possession and in either case, recover the Rent as it becomes due. Acts of maintenance, efforts to either or both relet the Premises, and procure the appointment of a receiver to protect the Landlord's interests shall not constitute a termination of Tenant's right to possession; or

23.1.3 Pursue any other remedy now or hereafter available under Law or in equity.

23.1.4 Any and all of Tenant's Property that may be removed from the Premises by Landlord pursuant to the authority of this Lease or at Law may be handled, removed, disposed of and/or stored by Landlord at the sole risk, cost and expense of Tenant, and in no event or circumstance shall Landlord be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, the expenses incurred in such handling, removal, or disposal and all storage charges for such Tenant's Property so long as the same shall be in Landlord's possession or under Landlord's control. Any Tenant's Property not removed from the Premises as of the Surrender Date is terminated shall be either or both (a) conclusively presumed to have been conveyed by Tenant to Landlord under this Lease as in a bill of sale, without further payment or credit by Landlord to Tenant, and (b) at Landlord's election (which Landlord may elect whole or in part with respect to Tenant's Property), deemed abandoned by Tenant and disposed of by Landlord as it sees fit in its sole and absolute discretion.

23.2 Additional Rights of Landlord. All sums advanced by Landlord on account of Tenant under this Section, or pursuant to any other provision of this Lease, and all Base Rent and Additional Rent, if delinquent or not paid by Tenant and received by Landlord when due hereunder, shall bear interest ("Default Interest") at the lesser of 18% or the amount permitted by applicable Laws, from the due date thereof until paid, and such interest shall be and constitute Additional Rent and be due and payable upon Landlord's submission of an invoice therefor. The rights, remedies and elections of Landlord reserved, expressed or contained herein are cumulative and no one of them shall be deemed to be exclusive of the others or of such other rights, remedies, options or elections as are now or may hereafter be conferred upon Landlord by Law. If a Default occurs, then Landlord may (but shall not be obligated to) cure or remedy the Default, without waiving such Default. In such event, Tenant shall pay all costs and expenses in connection with such cure to Landlord plus the Administrative Fee.

23.3 Landlord's rights and remedies under this Section are collectively referred to as "Landlord Remedies"

24 BROKER. Tenant represents that no broker represented Tenant in the negotiation of this Lease. Landlord represents that Landlord's Broker is the only broker to represent Landlord in the negotiation of this Lease. Landlord shall be responsible for paying the commission of Landlord's Broker pursuant to separate agreements with such broker. Each party agrees to and hereby does indemnify, defend and hold the other harmless against and from any brokerage commissions or finder's fees or any other payments to any party claiming to have dealt with the indemnifying party. The provisions of this Section shall survive the Surrender Date.

25 RELOCATION RIGHT. Landlord shall have the right to relocate Tenant from the Premises to comparable (as to size, configuration and improvements) alternative space in the Building or in another building that Landlord (or its affiliate) owns in the same business park or within the market area in which the Building is located (in either case, the "Replacement Premises") upon 90 days' prior written notice to Tenant. In the event of such a relocation, Landlord shall make reasonable, good faith efforts to coordinate with Tenant a mutually acceptable plan (as to scope and timing) for such relocation, and Landlord shall be responsible for the reasonable third party costs actually incurred to accomplish the physical relocation of Tenant (e.g. movers and telephone company charges). If the Replacement Premises are larger in size than the original Premises, there shall be no adjustment in Tenant's Base Rent; however, if, the Replacement Premises is a smaller size (as to rentable square feet) than the original Premises, Landlord shall appropriately adjust both Tenant's Base Rent and its Proportionate Share.

26 MISCELLANEOUS.

a. Provided Tenant has performed all of the terms and conditions of this Lease to be performed by Tenant, including the payment of Rent, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term, without hindrance from Landlord or anyone lawfully or equitably claiming by, through, or under Landlord, under and subject to the terms and conditions of this Lease and of any deeds of trust now or hereafter affecting all or any portion of the Premises.

b. In the event of a sale or conveyance by Landlord of the Premises and/or Building, the same shall operate to release Landlord from any liability for any of the covenants or conditions, express or implied, herein contained in favor of Tenant and first arising or accruing after the effective date of Landlord's transfer of its interest in the Premises, and in such event Tenant agrees to look solely to Landlord's successor in interest ("Successor Landlord") with respect thereto and agrees to attorn to such Successor Landlord.

c. All prior understandings and agreements between the parties are merged in this Lease, which alone fully and completely expresses the agreement of the parties. No agreement shall be effective to modify this Lease, in whole or in part, unless such agreement is in writing, and is signed by the party against whom enforcement of such change or modification is sought.

d. Any notice required to be given by either party pursuant to this Lease shall be in writing and shall be deemed to have been properly delivery if delivered to the other party's Notice Address by: (i) personally delivered (and shall be deemed to have been delivered on the day so delivered); (ii) if sent by Federal Express or other comparable commercial overnight delivery service (deemed to have been delivered on the date of receipt from the commercial provider), or (iii) delivered by email with delivery receipt required and also delivered by regular mail (deemed to have been delivered on the day for which the email delivery receipt is received). Either party may change its Notice Address by delivering written notice to the other party. Notwithstanding anything to the contrary in this Lease, billing statements and similar day-to-day operational communications may be sent by regular mail or electronic means (such as email) to Tenant's contacts set forth in Exhibit D and Exhibit H attached hereto or as otherwise provided by Tenant to Landlord and Landlord to Tenant from time to time, without copy to Tenant's or Landlord's Notice Address.

e. To the extent directed by Landlord in writing, Landlord may direct Tenant to deal with representatives, agents, consultants and/or advisors to Landlord with respect to any of Landlord's rights or obligations under this Lease.

f. The failure of either party to insist, in any one or more instances, upon the strict performance of any one or more of the obligations of this Lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment at the time for the future of the performance of such one or more obligations of this Lease or of the right to exercise such election, but the Lease shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. The receipt and acceptance by Landlord of any Rent with knowledge of any breach by Tenant of any obligation of this Lease shall not be deemed a waiver of such breach.

g. "Administrative Fee" means one of the following: if there's a Tenant Default: (i) if Landlord utilizes a third party vendor to perform Tenant's obligations, it shall mean 5% of the costs incurred by Landlord in curing Tenant's Default; or (ii) if Landlord self-performs Tenant's obligations using Landlord's personnel, then 30% of the costs. Unless a specific time is otherwise set forth in this Lease for any Tenant payments of Rent, all amounts due from Tenant to Landlord shall be paid by Tenant to Landlord within 60 days after receipt of an invoice therefor.

h. The parties hereby agree to pay for their own costs of collections, attorneys' fees, and other disbursements incurred by either party in the event of any breach of this Lease. This provision shall apply to all trial and appellate proceedings and any other efforts by either party to enforce their rights regarding this Lease, including any bankruptcy, receivership, or other insolvency proceeding or negotiation.

i. Except as otherwise expressly provided for in this Lease, this Lease shall be binding upon, and inure to the benefit of, the successors and assignees of the parties hereto.

j. No obligation of Landlord shall arise under this Lease until the instrument is signed by, and delivered to, both Landlord and Tenant. The submission of this Lease by Landlord to Tenant for examination does not constitute a reservation of or option for the Premises or of any other space within the Building or in other buildings owned or managed by Landlord or its affiliates. This Lease shall not be binding nor shall either party have any obligations or liabilities or any rights with respect hereto, or with respect to the Premises, unless and until both parties have executed and delivered this Lease.

k. Tenant shall not record a memorandum of this Lease with the County Clerk Recording Office where the Premises is located.

l. This Lease shall be governed by and construed in accordance with the Laws of the State of Florida. The parties hereby acknowledge and agree that venue shall be in Miami-Dade County, Florida.

m. If any provision of this Lease shall be invalid or unenforceable, the remainder of this Lease shall not be affected but shall be enforced to the extent permitted by Law. The captions, headings and titles in this Lease are solely for convenience of reference and shall not affect its interpretation. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. Each covenant, agreement, obligation, or other provision of this Lease to be performed by Tenant, shall be construed as a separate and independent covenant of Tenant, not dependent on any other provision of this Lease. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

n. TIME IS OF THE ESSENCE FOR THIS LEASE UNLESS WAIVED BY LANDLORD, IN LANDLORD'S SOLE DISCRETION. If the time for performance hereunder falls on a Saturday, Sunday or a day that is recognized as a holiday in the State, then such time shall be deemed extended to the next day that is not a Saturday, Sunday or holiday in the State.

o. Each party represents and warrants to other that with respect to itself that: (i) it was duly organized and is validly existing and in good standing under the Laws of the jurisdiction set forth in the first sentence of this Lease; (ii) it is legally authorized to do business in the State; (iii) the person(s) executing this Lease on behalf of such party is/are duly authorized to do so; and (iv) it has the full corporate, membership or partnership power and authority to enter into this Lease and has taken all corporate or partnership action, as the case may be, necessary to carry out the transaction contemplated herein, so that when executed, this Lease constitutes a valid and binding obligation enforceable in accordance with its terms. If Tenant is an entity formed other than in the State in which the Premises is located, Tenant shall, on or before the Commencement Date, qualify with the applicable office of the State to do business in such state and promptly submit written proof of such qualification to Landlord.

p. LANDLORD AND TENANT, TO THE FULLEST EXTENT THAT THEY MAY LAWFULLY DO SO, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY ANY PARTY TO THIS LEASE WITH RESPECT TO THIS LEASE, THE PREMISES, OR ANY OTHER MATTER RELATED TO THIS LEASE OR THE PREMISES.

q. Except as required by Laws, Tenant agrees to maintain in strict confidence the economic terms of this Lease and any other materials, data and information delivered to or received by Tenant and/or Tenant's Parties either prior to or during the Term in connection with the negotiation and execution hereof. The provisions of this Section shall survive the Surrender Date.

r. Tenant shall not permit any notice of unpaid balance or right to file lien, construction lien, construction lien claim, mechanics or materialmen's liens to be filed or to attach to the Premises or the Building. Tenant, at its expense, shall procure the satisfaction or discharge of record of all such liens and encumbrances within 30 days after the filing thereof; or, within such 30-day period, Tenant shall provide Landlord, at Tenant's sole expense, with endorsements (satisfactory, both in form and substance, to Landlord and the holder of any mortgage or deed of trust) to the existing title insurance policies of Landlord and the holder of any mortgage or deed of trust, insuring against the existence of, and any attempted enforcement of, such lien or encumbrance. In the event Tenant violates it obligations under this Section, Landlord may, at its option, pay and discharge such liens and Tenant shall be responsible to reimburse Landlord, on demand, for all costs and expenses incurred in connection therewith (including reasonable attorneys' fees and expenses) plus the Administrative Fee, and any costs in posting bond to effect discharge or release of the lien as an encumbrance against the Premises or the Property. The provisions of this Section shall survive the Surrender Date. THE INTEREST OF LANDLORD IN THE PROPERTY AND THE PREMISES SHALL NOT, UNDER ANY CIRCUMSTANCES BE SUBJECT TO LIENS FOR ALTERATIONS MADE BY THE TENANT OR ANY OTHER ACT OF TENANT.

s. Tenant and Landlord each represents and warrants to the other that it is not a party with whom the other is prohibited from doing business pursuant to the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury, including those parties named on OFAC's Specially Designated Nationals and Blocked Persons List. Each is currently in compliance with, and must at all times remain in compliance with, the regulations of OFAC and any other governmental requirement relating thereto.

t. This Lease may be executed in multiple counterparts, but all such counterparts shall together constitute a single, complete and fully-executed document. The parties acknowledge and agree that notwithstanding any law or presumption to the contrary, the exchange of copies of this Lease and signature pages (including required witness signatures) by electronic transmission shall constitute effective execution and delivery of this Lease for all purposes, and signatures of the parties hereto transmitted and/or produced electronically shall be deemed to be their original signature for all purposes.

u. All obligations of Landlord hereunder shall be construed as covenants, not conditions; and, except as may be otherwise expressly provided in this Lease or at Law, Tenant may not terminate this Lease for breach of Landlord's obligations hereunder.

v. Landlord's remedy of an injunction shall be a cumulative remedy in addition to any other remedies available to Landlord under this Lease or at Law, and Tenant shall not raise as a defense thereto that Landlord has an adequate remedy at Law.

w. All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant hereunder.

x. Any Default by Tenant under either or both of this Lease and any other lease made with Landlord (or its affiliate) shall, at the option of Landlord, constitute a Default by Tenant under either or both of this Lease and all other leases made with Landlord (or its affiliate).

y. 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 of 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.

z. Exhibit and Schedules. Each and every exhibit and/or schedule referred to in this Lease is incorporated herein by reference. The exhibits and schedules, even if not physically attached, shall still be treated as if they were part of the Lease.

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

(Signature Pages Follow)

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

LANDLORD:

By: First Industrial, L.P., a Delaware limited partnership

By: First Industrial Realty Trust, Inc., its general partner

____

DocuSigned by:

By: Peter Schultz

056DA5B36E5F439...

Name: Peter O. Schultz

Title: Executive Vice President- East Region

Date: October 10, 2022

TENANT:

Miami-Dade County, a politcal subdivison of the State of Florida by its Board of County Commissioners

____

By:________________________________

Name: Daniella Levine Cava

Title: County Mayor

Date:________________________________

(Official Seal)

Attest:

Harvey Ruvin, Clerk

By: ________________________

Approved by the County Attorney as

To form and legal sufficiency. ____________

Print: ________________________________

EXHIBIT A

Floor Plan

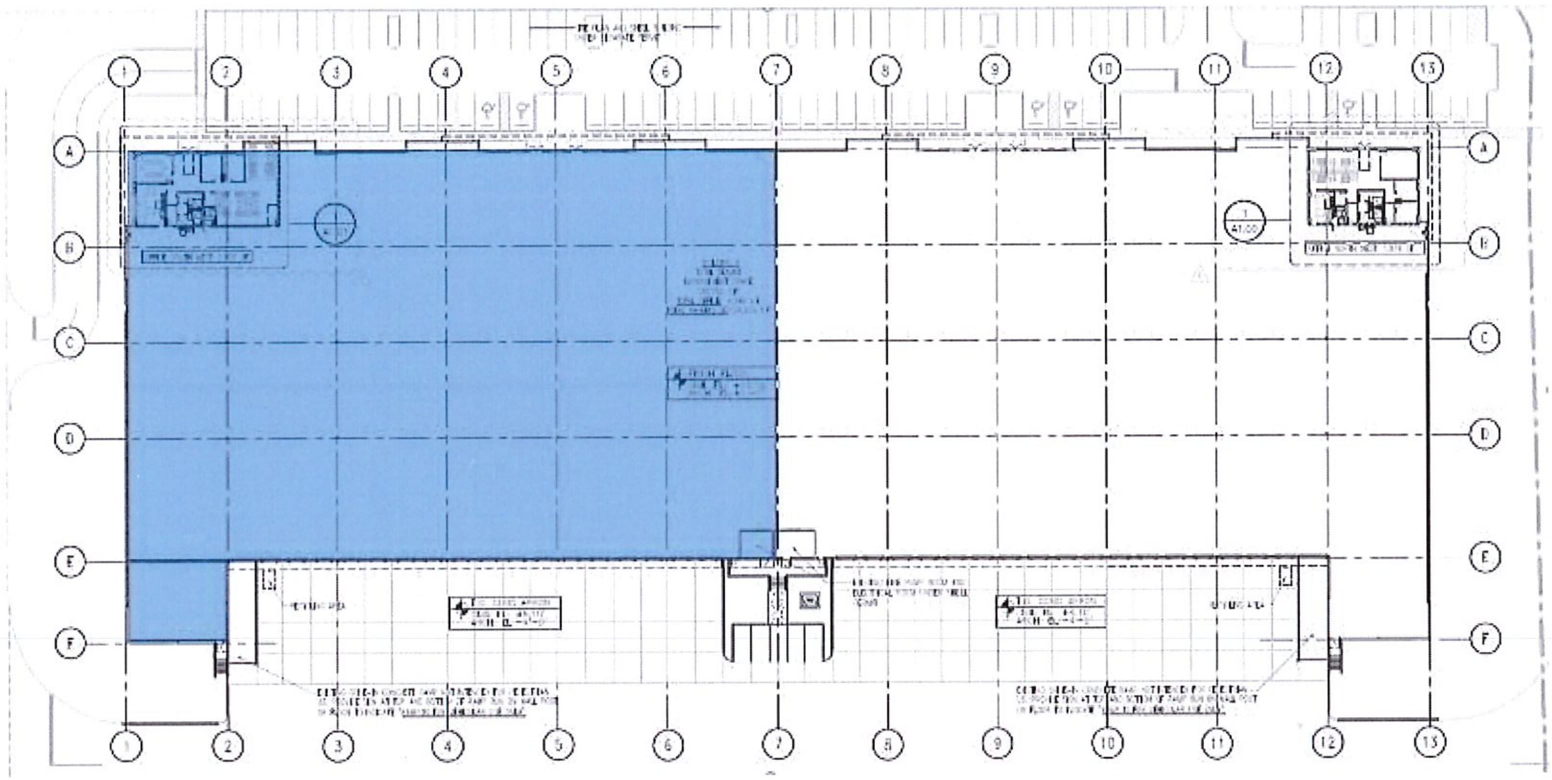

EXHIBIT A-1

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 9/14/2022

Property Information	
Folio:	22-3010-014-0010
Property Address:	9001 NW 87 AVE UNIT: 100 Medley, FL
Owner	FIRST INDUSTRIAL LP
Mailing Address	311 S WACKER DR #3900 CHICAGO, IL 60606 USA
PA Primary Zone	7100 INDUSTRIAL - LIGHT MFG
Primary Land Use	4081 VACANT LAND - INDUSTRIAL : VACANT LAND
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	1,076,569 Sq.Ft
Year Built	0

Assessment Information

Year	2022	2021	2020
Land Value	$26,914,225		
Building Value	$0		
XF Value	$0		
Market Value	$26,914,225		
Assessed Value	$26,914,225		

Taxable Value Information

	2022	2021	2020
County			
Exemption Value	$0		
Taxable Value	$26,914,225		
School Board			
Exemption Value	$0		
Taxable Value	$26,914,225		
City			
Exemption Value	$0		
Taxable Value	$26,914,225		
Regional			
Exemption Value	$0		
Taxable Value	$26,914,225		

Benefits Information

Benefit	Type	2022	2021	2020

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information

Previous Sale	Price	OR Book-Page	Qualification Description

Short Legal Description

GATEWAY MEDLEY PHASE THREE
PB 176-004 T-24104
TR C
LOT SIZE 1076569 SQ FT M/L
FAU 22-3010-000-0090

Version:

B

EXHIBIT B

SURRENDER REQUIREMENTS

(1) All lighting must be in good working order with replacement of bulbs, ballasts, fixtures and lenses as needed consistent with the Building standard.

(2) All dock and grade level doors, dock levelers, dock bumpers and other dock equipment must be serviced and in good operating order, including overhead door springs, rollers, tracks and motorized door operators. Replace damaged or dented door panels, weather stripping, broken panels, torn or damaged dock seals, bumpers and shelters and cracked lumber, adjust door tension to insure proper operation, and paint replacement doors to match the Building standard color scheme.

(3) The HVAC System must be in good working order and condition, including, without limitation, Tenant replacing any necessary parts to bring into such condition. This includes, among other parts and items, filters, thermostats, heat exchangers, warehouse heaters and exhaust fans. Upon surrender, Landlord or Landlord's HVAC contractor or consultant will inspect, at Landlord's expense, the condition of the HVAC System.

(4) All portions of the Premises must be clean, and free of dust, dirt, grease, oil, microbial growth, rust, stains, and Tenant's Hazardous Materials and in good condition (free of damage). This duty includes, but is not limited to, all warehouse and office flooring (including, but not limited to, all carpets and hard flooring surfaces), all fixtures, ceilings, ceiling tiles, door seals and swipes, door frames, vents, kitchen counters and cabinets, restroom areas, windows, window blinds and walls. The walls must be in paintable condition. Dust and cobwebs must be cleaned from warehouse walls and ceilings. Any missing ceiling tiles, supply and return grills, restroom accessories, door hardware, fixtures, fire extinguishers, appliances, and other items installed in the Premises by Landlord should be replaced with Building standard.

(5) The floor/slab must be in good condition and repair. There must be no protrusion of anchors from the warehouse floor and all holes and cracks must be patched or filled. Paint or taped markings on the floor must be removed. Areas of the floor that are damaged from fork-lift or equipment traffic, pallets laid or slid on floors or other general damage must be repaired or replaced.

(6) All interior and exterior windows with cracks or breakage must be replaced if cracks or breakage were caused by Tenant.

(7) Tenant must provide keys for all locks on the Premises, including, without limitation, front doors, rear doors, and interior doors.

(8) All mechanical and electrical systems must be left in a good working condition that comply with all Laws, including the proper labeling of all electrical panels and circuits. All low voltage wiring, security systems, patch panels and server racks must be removed from the Premises and any damage caused by such removal repaired. If Tenant's machinery/equipment is removed, the electrical lines must be properly terminated at the nearest junction box, and in compliance with all Laws. Exit and emergency lights must be tested and left in good working condition.

(9) All plumbing fixtures must be in good working order and not leak, including, the water heater, eye-wash stations, faucets, toilets, urinals, drinking fountains, floor drains and slop sinks.

(10) All trash must be removed from both inside the Premises and any of Tenant's trash outside of the Premises.

(11) All Tenant-installed signs must be removed.

(12) Provide to Landlord copies of all current fire suppression system inspection reports (in compliance with all Laws and National Fire Protection Association ("NFPA") guidelines), backflow preventer, fire tanks, records, PSA for delivery of records, operating manuals.

All work to be completed by Tenant pursuant to this Exhibit shall be subject to Landlord's prior review and approval as to scope of work, contractor(s) or professional engaged to perform such work and materials used. Landlord shall have the right to inspect the work during its performance and/or following completion and such work shall be subject to Landlord's approval.

EXHIBIT C

RULES & REGULATIONS

During the Term, Tenant shall comply with all rules and regulations listed below:

(1) No materials or products may be manufactured or stored that constitute a nuisance or cause the emission of noxious odors or gases or smoke. Burning of materials, outside or inside the Premises ("Hot Work Activities"), is only permitted with Landlord's written approval. An approval form (on Landlord's form) must be submitted and approved by Landlord's property manager before performing any Hot Work Activities. Hot Work Activities includes any work activity that uses or produces flames, or heat that would act as an ignition source for any flammable or combustible material.

(2) No storage of products in trailers if such products are hazardous, flammable, explosive or corrosive.

(3) No exterior fence, wall, loading facility, outside storage facility, or any other exterior improvements will be erected or constructed without the prior written approval of Landlord.

(4) Tenant will keep the Premises in a good and safe condition at all times, clean, orderly and free from debris and provide for the removal of trash from the Premises.

(5) No materials, supplies or products may be stored outside of the Premises or the Building without the prior written approval of the Landlord and approval from the municipality.

(6) Tenant shall not make any unseemly or disturbing noises, or disturb or interfere with the occupants of the Building or neighboring buildings by voice, musical instrument, radio, talking machines, whistling, singing, lewd behavior, or in any other way. Tenant shall not construct, install, maintain, use, or operate in any part of the Property any electrical device, wiring, or other apparatus in connection with a loud speaker system or other sound/communication system that may be heard outside the Premises.

(7) Tenant shall not commit or suffer any waste upon the Premises, the Building, or the Property, or any nuisance, or do any other act or thing that may disturb the quiet enjoyment of any other tenant in the Building or Property.

(8) Tenant shall not cause or permit any unusual or objectionable odors to be produced upon or permeate from the Premises.

(9) No animals or pets of any kind (other than service animals), including without limitation fish, rodents, and birds, may be brought into, used, or kept in or about the Building. Rollerblading, roller skating and skateboarding are not permitted on the Property. Each Tenant must maintain a regular pest control program appropriate to its use.

(10) Restrooms and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no debris, rubbish, rags, or other substances may be thrown therein. Only standard toilet tissue may be flushed in commodes. All damage resulting from any misuse of these fixtures shall be the responsibility of Tenant who, or whose Tenant's Parties, caused such damage.

(11) No portion of the Building or any of the Common Areas may be used at any time for the purpose of lodging or sleeping.

(12) A 15 mile-per-hour vehicular speed limit is to be observed on the Property at all times. No employee parking will be permitted on the streets adjacent to the Property or on the Property other than in the areas designated by the Landlord, from time to time. Parking areas may be used for business purposes only. Damaged trailers or containers may not be stored on the Property for more than 7 days.

(13) "Prohibited Uses" is defined as any of the following uses: auto salvage/dismantling, battery recyclers, chemical mixing, blending, repackaging and/or manufacturing (in material quantities), chemical recyclers (i.e. safety clean, clean harbors), storage of lithium ion batteries, storage of drug paraphernalia (other than medicinal), dry cleaning facilities (using PCE), electroplating operations, lawn care, marijuana growth, processing, storage or manufacturing, pallet manufacturers, pool supply operations, printing facilities, uses with on-site fueling, computer/electronic recyclers, outdoor chemical storage, underground storage tanks, waste processing (recycling,

sorting, storage), storage of guns, explosives, fireworks, ammunition, or other similar hazardous items, retail uses and service of alcohol to the public, storage of tires, spices, coffee and other uses that generate excessive odors. Space heaters are prohibited in any office areas of the Premises.

EXHIBIT D

TENANT CONTACTS

Tenant Hours of Operation: ________________ to ____________________________

Accounting - Billing Contact (Please include the address you would like the monthly statements emailed to):

Name: ________________________________

Address: ______________________________

Email: ________________________________

Phone: ________________________________

Operations Contact:

Name: ________________________________

Address: ______________________________

Email: ________________________________

Phone: ________________________________

Marketing/Leasing Contact:

Name: ________________________________

Address: ______________________________

Email: ________________________________

Phone: ________________________________

Emergency Contact:

Name: ________________________________

Address: ______________________________

Email: ________________________________

Office Phone: __________________________

Cell Phone: ____________________________

Property Evaluation Survey Contact:

Name: ________________________________

Address: ______________________________

Email: ________________________________

Phone: ________________________________

Special Contact:

Indicate purpose of contact:________________

Name: ________________________________

Address: ______________________________

Email: ________________________________

Phone: ________________________________

Energy Consumption Contact:

Name: ________________________________

Address: ______________________________

Email: ________________________________

Phone: ________________________________

EXHIBIT D-1

LANDLORD CONTACT

Landlord Hours of Operation: ________________ to ____________________________

Accounting - Billing Contact

Name: ________________________________

Address: ______________________________

Email: ________________________________

Phone: ________________________________

Operations Contact:

Name: ______________________________

Address: ____________________________

Email: ______________________________

Phone: ______________________________

Marketing/Leasing Contact:

Name: ________________________________

Address: ______________________________

Email: ________________________________

Phone: ________________________________

Emergency Contact:

Name: ______________________________

Address: ____________________________

Email: ______________________________

Office Phone: ________________________

Cell Phone: __________________________

Property Evaluation Survey Contact:

Name: ________________________________

Address: ______________________________

Email: ________________________________

Phone: ________________________________

Special Contact:

Indicate purpose of contact:________________

Name: _________________________________

Address: _______________________________

Email: _________________________________

Phone: _________________________________

Energy Consumption Contact:

Name: ________________________________

Address: ______________________________

Email: ________________________________

Phone: ________________________________

E

EXHIBIT E

SIGN SPECIFICATIONS

The sign specifications are as follows:

Dimensions: or Sign Size:

Material:

Content:

Means of Attachment:

Approved Sign Companies:

EXHIBIT F

LANDLORD'S WORK

Landlord shall, at Landlord's expense, cause to be constructed the following improvements to the Premises ("Landlord's Work")

(1) 2,620 SF of office space with Landlord's standard specifications consistent with Exhibit F-1.
(2) Install LED Lights using Landlord standard (25 FC)

Landlord's Work to be made, constructed, or installed in a good and workmanlike manner. In constructing the Landlord's Work, Landlord reserves the right to make substitutions of material of equivalent grade and quality if any specified material shall not be readily and reasonably available. Upon the substantial completion of Landlord's Work, Landlord shall notify Tenant, and Tenant or its agents shall inspect the Landlord's Work with Landlord within 2 business days of receipt of such notice from Landlord. Within 2 business days following such inspection, Tenant shall deliver to Landlord a punch list of defective or incomplete portions of the Landlord's Work. Landlord shall cause such punch list items to be repaired or completed within 30 days of Landlord's receipt of the punch list. Upon completion of all punch list items to Tenant's reasonable satisfaction, it shall be presumed that all of the Landlord's Work shall be free from latent defects in materials and workmanship, excluding however, all repairs required in connection with routine maintenance and those repairs caused by Tenant.

Notwithstanding the foregoing, in the event that substantial completion of Landlord's Work has not occurred, in whole or in part, due to Tenant Delay (as hereinafter defined), then Tenant's obligation to pay Rent hereunder shall not be affected or deferred on account of such delay and Tenant shall be liable for any increased costs of the Landlord's Work attributable to such Tenant Delay. "Tenant Delay" means any delays that are caused, in whole or in part, by Tenant or Tenant's agents for any reason, including but not limited to, (i) any interference by Tenant or Tenant's agents with Landlord's construction of the Landlord's Work; or (ii) the performance of any work or activity in the Building by Tenant or Tenant's agents (including, without limitation, the installation of Tenant's equipment, cabling, racking systems or furniture) or as otherwise provided herein.

Landlord anticipates that the Landlord's Work will be completed by the Commencement Date. Nonetheless, Tenant acknowledges that if the Landlord's Work is not completed by the Commencement Date, Landlord may be undertaking elements of the completion of the Landlord's Work while Tenant is in occupancy and Tenant acknowledges that completion of such Landlord's Work shall not be a condition to the Commencement Date. Tenant shall cooperate with Landlord and Landlord shall cooperate with Tenant to complete any element of the Landlord's Work that continues after the Commencement Date as expeditiously as possible, while using commercially reasonable efforts not to interfere with Tenant's operations.

EXHIBIT F-1

OFFICE SPACE

EXHIBIT G
TENANT'S IMPROVEMENTS - WORK

Tenant shall cause to be completed certain improvements to the Premises ("Tenant Improvements"), at Tenant's sole cost and expense, subject to the Improvement Allowance (as hereinafter defined). Tenant shall not commence construction of any Tenant Improvements until Landlord has consented in writing to such Tenant Improvements, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant Improvements shall be considered "Alterations" under Section 13 of the Lease and subject to all requirements therein. No changes to the approved Tenant Improvements are permissible without Landlord's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

Except to the extent otherwise approved by Landlord in writing, Tenant will cause the Tenant Improvements to be constructed or installed to Building standard or better. Tenant shall not impact, modify, or otherwise alter any structural components of the Building (including without limitation, the roofing system), and any Building systems in connection with the Tenant Improvements.

Prior to commencing construction of the Tenant Improvements, (a) Tenant shall apply for, and pay the cost of, obtaining all permits, licenses, approvals and certificates required by any governmental authority as a condition precedent to the performance of the Tenant Improvements (collectively "Permits") and (b) Tenant shall deliver to Landlord copies of all Permits and the certificates of insurance as required by the Lease for all contractors and subcontractors.

Throughout the performance of the Tenant's Improvements, Tenant shall comply with the reasonable construction rules of Landlord with respect to safety, coordination and timing of work, use of parking areas by contractors, disposal of materials, and such other reasonable construction rules provided by Landlord, in writing. Tenant shall make (and shall cause all parties involved in the performance of the Tenant Improvements to make) reasonable and diligent efforts not to materially obstruct or materially interfere with the rights of, or otherwise materially disturb or injure, other tenants or occupants of the Building during the performance of the Tenant Improvements. Tenant's contractors shall coordinate with any contractors of Landlord in the performance of Tenant Improvements so as not to delay Landlord's contractors performing other work to the Building.

Landlord reserves the right to periodically inspect and to be present during the performance of the Tenant Improvements, but Landlord will have no obligation to so inspect or be present and, if Landlord elects to so inspect, or to be present during the performance of all or any portion of the Tenant Improvements, neither such inspection nor such presence shall give rise to any liability by Landlord to Tenant or to any other person or entity. Under no circumstances shall Landlord be deemed to (i) have any responsibility or liability with respect to the performance of the Tenant Improvements and any methodology or tools used in connection therewith; or (ii) make any representation or warranty with respect to any aspect of the design or implementation of the Tenant Improvements.

Provided there is no Default under the Lease, Landlord will reimburse Tenant an amount equal to the lesser of: (a) $25,000; and (b) the actual and reasonable third-party costs incurred by Tenant for the Tenant Improvements (such lesser amount being hereinafter referred to as the "Improvement Allowance"). Following completion of the Tenant Improvements (including any punch list work), Landlord will pay the Improvement Allowance to Tenant within 30 days after Landlord's receipt of an invoice therefor, together with reasonable supporting documentation, in connection therewith, including but not limited to, evidence of payment in full, by Tenant, of all costs to perform and install the Tenant Improvements and unconditional final lien waivers (on Landlord's form therefor) from all contractors, subcontractors and materialmen providing services or goods in connection with the Tenant Improvements.

The completion of the Tenant Improvements shall not be a condition precedent to the Commencement Date of the Lease. Work to be performed on the Premises by the Tenant or by Landlord at the request of the Tenant and subject to reimbursement, includes the installation throughout the Premises, of electrical outlets, installation of water pickets on the perimeter of the walls, installation of large industrial size ceiling fans, and the installation of vinyl on glass fronts, windows, and doors.

EXHIBIT H

INTENTIONALLY OMITTED

EXHIBIT I

STATE SPECIFIC PROVISIONS

Radon Disclosure. In accordance with Florida Statute 404.056, the following information is provided:

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

Mold. Except as otherwise provided in this Lease and/or to the extent resulting from the grossly negligent or intentional acts or omissions of Landlord or Landlord's employees, agents or con-tractors, Tenant hereby (a) assumes the risks associated with Mold and/or a Mold Condition from and after the Commencement Date, (b) waives any claim or cause of action against Landlord arising out of the existence of Mold or a Mold Condition in the Premises from and after Commencement Date, and (c) releases the Landlord from any and all liabilities resulting from same. Tenant also agrees to maintain the Premises in a manner which does not promote or further the development of Mold or a Mold Condition, including, but not limited to blocking the HVAC System and spilling liquids. As used herein, (y) "Mold" means mold, mildew, fungus or other potentially dangerous organisms in amounts sufficient to create a health risk to humans, and (z) "Mold Condition" means the presence or suspected presence of Mold or any condition(s) that reasonably can be expected to give rise to or indicate the presence of Mold, including observed or suspected instances of water damage or intrusion, the presence of wet or damp wood, cellular wallboard, floor coverings or other materials, inappropriate climate control, or discoloration of walls, ceilings or floors.

Environmental Disclosure: The Property is a former quarry that is currently undergoing environmental investigation under the oversight of Miami-Dade County Department of Economic and Regulatory Resources' Division of Environmental Resources Management (DERM). Future environmental closure of the Property with DERM will incorporate a Declaration of Restrictive Covenant (DRC) which will be provided to Tenant once recorded on the deed. Tenant shall comply with the following requirements:

- The Premises shall not be used for residential, nursery, day care, school, camp or any similar use.
- Groundwater shall not be used for any purpose.
- Tenant or Tenant Parties are prohibited from cutting, removing, altering, disturbing, breaching, or repairing building slabs, concrete/asphalt pavements, and/or landscaping without Landlord's prior written approval.
- Tenant or Tenant Parties are prohibited from cutting, removing, altering, disturbing, breaching, or repairing building slabs methane mitigation measures (building slab, internal vertical vent risers, roof vents or alarms) without Landlord's prior written approval.
- Tenant shall provide access, as required, for periodic inspection and maintenance of the Premises and methane mitigation measures.
- Tenant shall promptly notify Landlord of damage to slabs, pavements, landscaping or methane mitigation measures caused by Tenant or Tenant Parties.
- Note: Slab, pavement, landscaping and/or methane mitigation measure alterations may require DERM's prior written approval of detailed work and restoration plans.

EXHIBIT J

INTENTIONALLY OMITTED

EXHIBIT K

LEED OBLIGATIONS

Tenant agrees to comply with the following requirements.

1. Tenant shall provide energy and water consumption data and related information pertaining to Tenant's use of the Premises;
2. Tenant shall recycle paper, cardboard, glass, plastics, and aluminum cans/metals according to local capabilities and regulations;

    i. Establish storage locations for recyclable materials, including mixed paper, corrugated cardboard, glass, plastics, and metals. Establish safe storage areas for batteries and mercury-containing lamps until items are picked up for recycling.

3. Tenant shall prohibit smoking in the building and outside the building except in designated smoking areas located at least 25 feet from all entries, outdoor air intakes, and operable windows.
4. In all cases, Tenant shall ensure that alterations made on its behalf shall not cause any negative impact to any existing energy and/or sustainability related certification(s) such as LEED, and should such negative impact result from an alteration, Tenant, at its sole cost and expense, shall cause such modifications to the alteration as are necessary to correct the negative impact.

If Tenant is constructing office improvements to the Premises, Tenant shall comply with the following:

5. Tenant shall comply with the following plumbing fixture specifications:
    i) Water closet flush volumes shall not to exceed 1.1 gallons per flush (gpf) and shall be Watersense labeled
    ii) Urinal flush volumes shall not exceed 0.125 gpf and shall be Watersense labeled
    iii) Lavatory faucets shall not exceed a flow rate of 0.35 gpm at 60 psi
    iv) Break room and kitchen type faucets shall not exceed a flow rate of 1.0 gpm at 60 psi
    v) Prerinse spray valves shall be less than 1.3 gpm
    vi) Shower heads shall not exceed a flow rate of 1.5 gpm at 80 psi per shower stall.
6. Tenant shall comply with the following appliance specifications:
    i. Dishwashers shall be ENERGY STAR or performance equivalent
    ii. Residential clothes washers shall be ENERGY STAR or performance equivalent
    iii. Commercial clothes washers shall be CEE Tier 3A
    iv. Ice machines shall be ENERGY STAR or performance equivalent and use either air-cooled or closed-loop cooling, such as chilled or condenser water system
7. Tenant shall comply with the following standards for process water:
    i. No once-through cooling with potable water for any equipment or appliances that reject heat.
    ii. Cooling Tower and evaporative condensers shall be equipped with makeup water meters, conductivity controllers and overflow alarms, efficient drift eliminators that reduce drift to maximum of 0.002% of recirculated water volume for counter flow towers and 0.005% of recirculated water flow for cross-flow towers.
8. The HVAC&R equipment shall comply with the requirements of EAc Enhanced Refrigeration Management and the associated formula, which sets a maximum threshold for the combined contributions to ozone depletion and global warming potential.
9. The Tenant agrees with the following performance criteria related to lighting:
    i. that lamps and lighting power density may not exceed 0.4 watts/sq ft. in the tenant office space fitout and (0.15 watts/Sqft. in the warehouse space if modified); and
    ii. that lighting shall incorporate automatic occupancy sensors.

In addition to the above, the requirements set forth in the attached shall apply to any improvements made by the Tenant to the Premises, including, without limitation, Alterations.

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FIRST INDUSTRIAL REALTY·TRUST

Standard Tenant Guidelines

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PART A: GENERAL INFORMATION

The U.S. Green Building Council and LEED

The U.S. Green Building Council (www.usgbc.org) is a nonprofit organization committed to expanding sustainability in the built environment. Its mission is to transform the way buildings and communities are designed, built and operated, enabling an environmentally and socially responsible, healthy, and prosperous environment that improves the quality of life. LEED (Leadership in Energy and Environmental Design) is a voluntary, consensus-based national rating system for developing high-performance, sustainable buildings.

Developed by USGBC, LEED addresses all building types and emphasizes state-of-the-art strategies for sustainable site development, water savings, energy efficiency, materials and resources selection, and indoor environmental quality. LEED is a voluntary rating system for green building design and construction that provides immediate and measurable results for building owners and occupants.

First Industrial tenants have a remarkable opportunity to help lead the shift to sustainability in buildings, and in the process define a new kind of workplace. By locating in a LEED certified building, tenants will benefit from excellent indoor air quality. These and other elements combine to create a healthier workplace and improve the indoor environment for all employees. In addition, First Industrial has set a higher standard with high-performance technologies that use less energy, consume less water, and leave a smaller footprint on the city's resources. Some of the building's innovative features will be noticed at once: high-efficient plumbing fixtures and LED lights. Others, such as submetering and increased ventilation, are quietly but significantly setting the building apart from its neighbors.

The Tenant Guidelines that follow summarize the measures First Industrial has undertaken to achieve LEED certification. These guidelines are intended to help tenants understand and take full advantage of the high-performance features of the building and to provide guidance in ways that tenants can reinforce these features in their own workplaces.

First Industrial has set a goal of achieving Certified for the base building using LEED for Core and Shell (LEED-CS) version 4.1. We can only design and build the building, however. It is up to our tenants to fit it out and operate it in an environmentally friendly way. To do this, we recommend you use the LEED for Commercial Interiors Rating System (LEED-CI). The intent of LEED-CI is to assist in the creation of high-performance, healthy, durable, affordable, and environmentally sound commercial interiors. Together LEED-CS and LEED-CI address the commercial office real estate market for both developers and tenants enabling significant benefits through improved indoor air quality, maximized daylighting and lower energy costs. A copy of the LEED-CI v4 Scorecard is included as an appendix for reference by tenants who wish to explore more information on timing and detailed strategies. The LEED CI Rating System can be downloaded at https://www.usgbc.org/resources/leed-v4-interior-design-and-construction-current-version and is also provided as a separate document.

PART B: LEED-CS AND LEED-CI CERTIFICATION

Base Building Certification

The Tenant Guidelines that follow summarize the measures the developer has undertaken to achieve LEED certification under the LEED for Core and Shell (LEED-CS) v4 rating system. It is intended to help tenants understand and take full advantage of the high-performance features of the building, and to provide guidance to assist tenants in reinforcing these features in their own workplaces. It will also provide tenants with guidance and information on achievement of LEED for Commercial Interiors (LEED-CI).

Water Efficiency (WE)

WEp2: Indoor Water Use Reduction and WEc2: Indoor Water Use Reduction

Intent. To reduce indoor water consumption.

LEED-CS. First Industrial's prototype requires their development projects with an office suite to meet the 20% water use reduction prerequisite and goes further saving additional potable water by using WaterSense labeled fixtures.

LEED-CI. Tenants pursuing LEED-CI certification will need to meet the 20% water use reduction prerequisite. This prerequisite not only addresses toilets, urinals, lavatory faucets, pre-rinse spray valves and showerheads, but also appliances and process-water use. In addition to meeting the 20% performance threshold, teams must select WaterSense labeled fixtures for any fixture type that is eligible for the WaterSense label. The project must also meet prescriptive requirements for appliances and process water equipment, including clothes washers, dishwashers, pre-rinse spray valves, and ice machines. By employing these strategies for the tenant space, the tenant has the opportunity to achieve up to 12 points for WEc1: Water Use Reduction within the LEED-CI rating system.

Goals for Tenant Water Fixtures:

- *Low Flow Water Closets (1.1 gpf)*
- *Waterless Urinals or Pint Flush Urinals (0.125 gpf)*
- *Ultra-Low Flow Lavatories (0.35 gpm)*
- *Ultra-Low Flow Pantry Faucets (1.0 gpm)*
- *Ultra-Low Flow Shower Fixtures (1.25 gpm)*

Energy and Atmosphere (EA)

EAp2: Minimum Energy Performance

Intent. To reduce the environmental and economic harms of excessive energy use by achieving a minimum level of energy efficiency for the building and its systems.

LEED-CS. First Industrial performed whole building energy simulation using ASHRAE 90.1-2010 Appendix G and has met the requirements for energy performance. At a minimum, the building demonstrated an improvement of 3% over ASHRAE 90.1-2010 using energy simulation. The building envelope was designed to improve energy efficiency and reduce the cost of energy for the entire building, these savings are passed on to the tenant. First Industrial has made the following improvements towards energy efficiency:

- Efficient site and warehouse lighting

LEED-CI. Minimum Energy Performance of the tenant space is a prerequisite in the LEED-CI rating system EAp2. Tenants attempting LEED-CI are required to comply with the mandatory provisions and prescriptive requirements of ASHRAE 90.1-2010, as well as reduce connected lighting power density by 5% below ASHRAE 90.1-2010 using the space-by-space method or by applying the whole-building lighting power allowance to the entire tenant space, and install Energy Star appliances for at least 50% of eligible equipment. Tenants will benefit from the energy efficiencies of the base building systems but will not be automatically guaranteed credit compliance.

EAp4: Fundamental Refrigerant Management
Intent. To reduce stratospheric ozone depletion.

LEED-CS. First Industrial does not include any systems that use chlorofluorocarbon (CFC)-based refrigerants.

LEED-CI. Tenants attempting LEED-CI are required to comply with this prerequisite through the purchase of new HVAC equipment which contain no CFC-based refrigerants.

EAc2: Optimize Energy Performance
Intent. To achieve increasing levels of energy performance beyond the prerequisite standard and to reduce environmental and economic impacts associated with excessive energy use.

LEED-CS. First Industrial performed whole building energy simulation using ASHRAE 90.1-2010 Appendix G and has met the requirements for energy performance. At a minimum, the building demonstrated an improvement of 4% over ASHRAE 90.1-2010 using energy simulation.

LEED-CI. Tenants attempting LEED-CI can earn points for further enhancing energy efficiency. Compliance can be documented using a performance and prescriptive-based approach. If using a performance-based approach, an energy model will be required demonstrating at least a 4% savings over the referenced baseline. If pursing the credit using a prescriptive-based approach, the following combined strategies will contribute toward further reductions in environmental and economic impacts for the LEED-CI project. Points are achievable across different areas of energy related systems as follows:

Optimize Energy Performance - Lighting Power. Projects can achieve up to four points for further reductions in lighting power density below ASHRAE 90.1-2010.
Recommendations for Tenant Lighting Systems:

- Use LED lighting within each of the interior spaces.

Optimize Energy Performance - Lighting Controls. Projects that install lighting controls such as daylight and occupancy sensors can achieve up to two points in and contribute towards increased energy conservation.
Recommendations for Tenant Lighting Controls:

- Install daylight responsive controls in all regularly occupied spaces within 15 feet of windows.

Optimize Energy Performance - HVAC. Through increased HVAC equipment efficiencies and appropriate zoning and controls, which result in HVAC performance above ASHRAE 90.1-2010, projects are eligible for up to 2 points.
Recommendations for Tenant HVAC Systems:

- High SEER condensing units – minimum 14 SEER
- Demand ventilation controls with CO_2 sensors

Optimize Energy Performance - Equipment and Appliances. Selecting energy-efficient equipment and appliances, as qualified by EPA's Energy Star Program, can contribute to up to 2 points.

EAc3: Advance Energy Metering
Intent. To support energy management and identify opportunities for additional energy savings by tracking building-level and system-level energy use.

LEED-CS. The First industrial prototype does not include this credit.

LEED-CI. Tenants attempting LEED-CI can earn points for installing new tenant-level energy meters to provide tenant-level data representing total tenant energy consumption (electricity, natural gas, chilled water, steam, fuel oil, propane, biomass, etc.). Utility-owned meters are acceptable.

Tenants pursuing this credit are also required to commit to sharing with USGBC the resulting energy consumption data and electrical demand data (if metered) for a five-year period beginning on the date the project accepts LEED certification. At a minimum, energy consumption must be tracked at one-month intervals.

EAc6: Enhanced Refrigerant Management
Intent. To reduce ozone depletion and support early compliance with the Montreal Protocol while minimizing direct contributions to climate change.

LEED-CS. Typically, the refrigerants used at First Industrial properties without office suites minimize the emission of compounds that contribute to ozone depletion and global climate change.

LEED-CI. Should tenants wish to pursue this credit, they will need to look to Option 2: Calculation of refrigerant impact. Select refrigerants that are used in heating, ventilating, air-conditioning, and refrigeration (HVAC&R) equipment to minimize or eliminate the emission of compounds that contribute to ozone depletion and climate change. The combination of all new and existing base building and tenant HVAC&R equipment that serve the project must comply using a provided formula.

Materials and Resources (MR)

MRp1: Storage and Collection of Recyclables
Intent. To reduce the waste that is generated by building occupants and hauled to and disposed of in landfills.

LEED-CS. First Industrial provides dedicated areas accessible to waste haulers and building occupants for the collection and storage of recyclable materials for the entire building. Collection and storage areas are in separate locations. Recyclable materials include mixed paper, corrugated cardboard, glass, plastics, and metals. Also, all First Industrial projects collect, store, and dispose batteries and electronic waste.

LEED-CI. Tenants attempting LEED-CI are provided with an easily accessible dedicated area for tenant recycling (paper, corrugated cardboard, glass, plastics, metals, batteries, and electronic waste). This is a prerequisite in the LEED-CI rating system (MRp1) and LEED-CI projects will earn this prerequisite due to the efforts of the base building.

Indoor Environmental Quality (IEQ)

IEQp1: Minimum Indoor Air Quality Performance
Intent. To contribute to the comfort and well-being of building occupants by establishing minimum standards for indoor air quality (IAQ).

LEED-CS. First Industrial has met the requirements for ventilation and monitoring of Section 4 through 7 of ASHRAE Standard 62.1-2010, Ventilation for Acceptable Indoor Air Quality.

LEED-CI. Tenants attempting LEED-CI are required to supply minimum levels of ventilation through compliance with ASHRAE 62.1-2010 as well as supply direct outdoor airflow measurement devices capable of measuring the minimum outdoor air intake flow for variable air volume systems.

IEQp2: Environmental Tobacco Smoke Control
Intent. To prevent or minimize exposure of building occupants, indoor surfaces, and ventilation air distribution systems to environmental tobacco smoke.

LEED-CS. First Industrial has prohibited smoking inside the building and prohibited smoking on the property from within 25 feet of entries and outdoor air intakes. The building does not have any operable windows.

LEED-CI. Tenants attempting LEED-CI will comply with this prerequisite, through LEED-CI IEQp: Environmental Tobacco Smoke Control, due to the building's no smoking policy. Tenants are prohibited from smoking within the building and have been provided designated smoking areas which are at least 25 feet away from building entries and outdoor air intakes. Signage indicating that smoking is not allowed within 25 feet of all entrances will be provided for the building.

IEQc1: Enhanced IAQ Strategies
Intent. To promote occupants' comfort, well-being, and productivity by improving indoor air quality.

LEED-CS. First Industrial warehouse spaces typically increase breathing zone outdoor air ventilation rates to all occupied spaces by at least 30% above the minimum rates as determined in EQ Prerequisite Minimum Indoor Air Quality Performance. When an office suite is in scope, First Industrial will install 10' foot long walk-off mats at each main entrance to capture dirt and particulates entering the building as well as at each warehouse entrance from the office suite. Minimum efficiency reporting value (MERV) 13 filters in accordance with ASHRAE 52.2-2017 will also be provided. Additionally, interior cross contamination is prevented at all janitor's closets by sufficiently exhausting these spaces and creating negative pressure when the doors are closed. These closets also have self-closing doors and hard lid ceilings to also help to prevent contamination.

LEED-CI. Tenants attempting LEED-CI can achieve up to 2 points for installing a similar walk off mat or permanent entry way system at each main entrance; sufficiently exhausting any hazardous gases and containing the associated spaces with self-closing doors and deck-to-deck or hard-lid ceilings and installing MERV of 13 or higher filters. Project teams have the option to select one of the following strategies to pursue another point under this credit: exterior contamination prevention, increased ventilation; carbon dioxide monitoring for densely occupied areas; or additional source control and monitoring.

IEQc2: Low Emitting Materials
Intent. To reduce concentrations of chemical contaminants that can damage air quality, human health, productivity, and the environment.

LEED-CS. First Industrial development projects require the installation of low emitting products including paints and coatings, adhesives and sealants, insulation, composite wood, ceilings, flooring and wall products.

LEED-CI. Tenants attempting LEED-CI can use similar strategies to earn up to three points under this credit using LEED-CI v4.0 or v4.1.

IEQc3: Construction Indoor Air Quality Management Plan—During Construction
Intent. To promote the well-being of construction workers and building occupants by minimizing indoor air quality problems associated with construction and renovation.

LEED-CS. The First Industrial warehouse prototype includes a standard Construction IAQ management plan for the construction and pre-occupancy phases to be implemented by each contractor and construction team. As a result, the base building provides a healthy indoor environment for tenants as they commence occupancy in their space. Measures taken as part of the IAQ plan included enclosed space ventilation, protection of absorptive materials from moisture damage, among other requirements from the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) guidelines.

LEED-CI. Tenants attempting LEED-CI may achieve one point, through LEED-CI EQc3: Construction IAQ Management Plan, for developing and implementing their own IAQ management plan for the construction and preoccupancy phases of the tenant space.

IEQc4: Indoor Air Quality Assessment (LEED CI)
Intent. To establish better quality indoor air in the building after construction and during occupancy.

LEED-CI. Tenants attempting LEED-CI will need to select one of the following two options to be implemented after construction ends and the building has been completely cleaned. All interior finishes, such as millwork, doors, paint, carpet, acoustic tiles, and movable furnishings (e.g., workstations, partitions), must be installed, and major VOC punch list items must be finished. The options cannot be combined.

Option 1. Flush-out - Before occupancy (1 point)
Install new filtration media and perform a building flush-out by supplying a total air volume of 14,000 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%.

Option 2. Air Testing (2 points)
After construction ends and before occupancy, but under ventilation conditions typical for occupancy, conduct baseline IAQ testing using protocols consistent with the methods listed in Table 1 for all occupied spaces. Use current versions of ASTM standard methods, EPA compendium methods, or ISO methods, as indicated. Laboratories that conduct the tests for chemical analysis of formaldehyde and volatile organic compounds must be accredited under ISO/IEC 17025 for the test methods they use.

IEQc5: Thermal Comfort (LEED CI)
Intent. To promote occupants' productivity, comfort, and well-being by providing quality thermal comfort.

LEED-CI. Tenants attempting LEED-CI need to meet the requirements for both thermal comfort design and thermal comfort control:

Thermal comfort design

Design heating, ventilating, and air-conditioning (HVAC) systems and the building envelope to meet the requirements of ASHRAE Standard 55–2010, Thermal Comfort Conditions for Human Occupancy, with errata or a local equivalent.

Thermal comfort control
Provide individual thermal comfort controls for at least 50% of individual occupant spaces. Provide group thermal comfort controls for all shared multi-occupant spaces, and for any individual occupant spaces without individual controls.

Thermal comfort controls allow occupants, whether in individual spaces or shared multi-occupant spaces, to adjust at least one of the following in their local environment: air temperature, radiant temperature, air speed, and humidity.

IEQc6: Interior Lighting (LEED CI)
Intent. To promote occupants' productivity, comfort, and well-being by providing high-quality lighting.

LEED-CI. Tenants attempting LEED-CI need to select one or both of the following two options:

Option 1. Lighting control
For at least 90% of individual occupant spaces, provide individual lighting controls that enable occupants to adjust the lighting to suit their individual tasks and preferences, with at least three lighting levels or scenes (on, off, midlevel). Midlevel is 30% to 70% of the maximum illumination level (not including daylight contributions).

Option 2. Lighting quality
Choose four of the following strategies:

1. For all regularly occupied spaces, use light fixtures with a luminance of less than 2,500 cd/m^2 between 45 and 90 degrees from nadir. Exceptions include wallwash fixtures properly aimed at walls, as specified by manufacturer's data, indirect uplighting fixtures, provided there is no view down into these uplights from a regularly occupied space above, and any other specific applications (i.e. adjustable fixtures).
2. For the entire project, use light sources with a CRI of 80 or higher. Exceptions include lamps or fixtures specifically designed to provide colored lighting for effect, site lighting or other special use.
3. For 75% of the total connected lighting load, use light sources that have a rated life (or L70 for LED sources) of at least 24,000 hours (at 3-hour per start, if applicable).
4. Use direct-only overhead lighting for 25% or less of the total connected lighting load for all regularly occupied spaces.
5. For 90% of the regularly occupied floor area, meet the following thresholds for area-weighted average surface reflectance: 85% for ceilings, 60% for walls, and 25% for floors.
6. If furniture is included in the scope of work, select furniture finishes to meet the following thresholds for area-weighted average surface reflectance: 45% for work surfaces, and 50% for movable partitions.
7. For 75% of the regularly occupied floor area, meet ratio of average wall surface illuminance (excluding fenestration) to average work plane (or surface, if defined) illuminance that does not exceed 1:10. Must also meet strategy E, strategy F, or demonstrate area-weighted surface reflectance of 60% for walls.
8. For 75% of the regularly occupied floor area, meet ratio of average ceiling illuminance (excluding fenestration) to work surface illuminance that does not exceed 1:10. Must also meet strategy E, strategy F, or demonstrate area-weighted surface reflectance of 85% for ceilings.

IEQc7: Daylight
Intent. To connect building occupants with the outdoors, reinforce circadian rhythms, and reduce the use of electrical lighting by introducing daylight into the space.

LEED-CS. The First Industrial prototype does not include this credit.

LEED-CI. Tenants attempting LEED-CI need to provide manual or automatic (with manual override) glare-control devices for all regularly occupied spaces.

IEQc8: Quality Views
Intent. To give building occupants a connection to the natural outdoor environment by providing quality views.

LEED-CS. The First Industrial prototype does not include this credit.

LEED-CI. Tenants attempting LEED-CI need to achieve a direct line of sight to the outdoors via vision glazing for at least 75% of all regularly occupied floor area. View glazing in the contributing area must provide a clear image of the exterior, not obstructed by frits, fibers, patterned glazing, or added tints that distort color balance.

Additionally, at least 75% of all regularly occupied floor area must have at least two of the following four kinds of views: multiple lines of sight to vision glazing in different directions at least 90 degrees apart; views that include at least two of the following: (1) flora, fauna, or sky; (2) movement; and (3) objects at least 25 feet from the exterior of the glazing; unobstructed views located within the distance of three times the head height of the vision glazing; and views with a view factor of 3 or greater, as defined in "Windows and Offices; A Study of Office Worker Performance and the Indoor Environment."

IEQc9: Acoustic Performance (LEED CI)
Intent. To provide workspaces and classrooms that promote occupants' well-being, productivity, and communications through effective acoustic design.

LEED-CI. Tenants attempting LEED-CI will need to meet the requirements in all occupied spaces, as applicable, for HVAC background noise, sound isolation, reverberation time, and sound reinforcement and masking.

SUSTAINABLE DESIGN RESOURCES FOR TENANTS

The following is a partial listing of major resources for sustainable design and LEED:

1. U.S. Green Building Council (USGBC) – www.usgbc.org

   USGBC is the standard-writing body for the LEED Rating Systems. USGBC also provides education and other advocacy related to green building.

   The LEED CI Rating System can be downloaded at https://www.usgbc.org/resources/leed-v4-interior-design-and-construction-current-version
2. Green Building Certification Institute (GBCI) – www.gbci.org

   GBCI is a third-party certification entity that provides reviews of LEED projects.
3. LEEDuser – www.LEEDuser.com

LEEDuser provides practical credit-by-credit advice for project teams working within the LEED rating system.

4. GREEN SEAL – Find green products & services
http://www.greenseal.org/FindGreenSealProductsandServices.aspx?vid=ViewProductDetail&cid=0&m_id=68
5. UL SPOT – https://spot.ul.com/main-app/products/catalog/?keywords=
6. SCS Global - https://www.scsglobalservices.com/certified-green-products-guide
7. CRI – find CRI Green Label Plus Adhesive and Carpet Products
https://carpet-rug.org/testing/green-label-plus/
8. Declare - Find Red-List Free Products
https://living-future.org/declare/

PART C: TENANT SPECIFICATION SUGGESTIONS

The following is a listing of recommended products to assist the tenant in achieving compliance with LEED-CI. This list contains products used in the base building.

ACOUSTICAL CEILING AND SUSPENSION SYSTEM

- The base building installed either Armstrong Cortega or Fine Fissured with Prelude suspension system, or USG ClimaPlus with Donn DX suspension system in the office suite.

CARPET AND FLOORING SYSTEMS

- The base building scope with an office suite installed Masland or Shaw ECOWORX or STRATWORX carpet tile with a Tarkett/Johnsonite vinyl or rubber base, as well as Shaw LVT or Armstrong VCT. Daltile tile products were used in the restrooms. The walk off mat is also a Shaw Ecoworx product.

PAINT, COATINGS, ADHESIVES, AND SEALANTS

- The base building installed GreenGuard Gold certified products from manufacturers such as:
  - Sherwin Williams
  - Behr

GYPSUM BOARD

- The base building installed GreenGuard Gold certified products from manufacturers such as:
  - American Gypsum
  - CertainTeed
  - Continental
  - Georgia Pacific
  - USG

COUNTER TOPS

- The base building installed plastic laminate counter tops with either Wilsonart or Formica high pressure laminate or high-pressure compact laminates.

WOOD PRODUCTS

- The base building installed NAF compliant plywood products from manufacturers such as:
  - Colombia
  - Roseburg

PLUMBING SYSTEMS AND FIXTURES

- The base building scope with an office suite in scope installed Watersense labeled toilet and urinal fixtures from manufacturers, such as:
  - American Standard

    - Sloan
- The base building scope with an office suite in scope installed plumbing fixtures from manufacturers, such as:
    - Chicago Faucets
    - Moen
    - American Standard

All fixtures met the following specifications:

- Toilet 1.1 gpf max
- Urinal 0.125 gpf max
- Restroom lav 0.35 gpm max
- Breakroom sink faucet 1.0 gpm max

MECHANICAL AND HVAC

- The base building installed the following (as applicable):
    - Exhaust Fans
        - Loren Cook
        - Greenheck
    - Rooftop A/C
        - Trane
        - Daikin
    - Gas-Fired Heater
        - Cambridge
        - Sterling
    - Gravity Relief Ventilator
        - Greenheck
    - Louvers
        - Greenheck

LIGHTING

- The base building installed LED products from the following manufacturers:
    - Hubbell Outdoor Lighting
    - Beacon Products
    - US Architectural Lighting
    - Acuity Brands/Lithonia

BUILDING ENVELOPE

- The base building installed a storefront system with SolarBan 60 or equivalent glazing.
- The base building used Owens Corning Foamular insulation.
- The base building installed either a Firestone, GAF, or Johns Manville roof.

APPENDICES: SUPPLEMENTAL INFORMATION

A. LEED for Core & Shell (LEED-CS) Scorecard for Prototype
B. LEED for Commercial Interiors (LEED-CI) Scorecard (sample)
C. Construction IAQ Management Plan

LEED for Core & Shell (v4.1)

First Industrial Realty Trust - Warehouse Prototype

[illegible]

Exhibit

LEED for Commercial Interiors v4
Project Scorecard

PROJECT NAME
DATE

Y	?	N			
0	0	2	**Integrative Process**		**2 Possible Points**
		2	Credit 1	Integrative Process	1 to 2
0	0	18	**Location & Transportation**		**18 Possible Points**
		18	Credit 1	LEED for Neighborhood Development Location	8 to 18
			Credit 2	Surrounding Density and Diverse Uses	1 to 8
			Credit 3	Access to Quality Transit	1 to 7
			Credit 4	Bicycle Facilities	1
			Credit 5	Reduced Parking Footprint	2
0	0	12	**Water Efficiency**		**12 Possible Points**
Y			Prereq 1	Indoor Water Use Reduction	Required
		12	Credit 1	Indoor Water Use Reduction	1 to 12
0	0	38	**Energy & Atmosphere**		**38 Possible Points**
Y			Prereq 1	Fundamental Commissioning and Verification	Required
Y			Prereq 2	Minimum Energy Performance	Required
Y			Prereq 3	Fundamental Refrigerant Management	Required
		[illegible]	Credit 1	Enhanced Commissioning	1 to 5
		[illegible]	Credit 2	Optimize Energy Performance	1 to 25
		[illegible]	Credit 3	Advanced Energy Metering	1 to 2
		[illegible]	Credit 4	Renewable Energy Production	3
		[illegible]	Credit 5	Enhanced Refrigerant Management	1
		[illegible]	Credit 6	Green Power and Carbon Offsets	1 to 2
0	0	13	**Materials & Resources**		**13 Possible Points**
Y			Prereq 1	Storage and Collection of Recyclables	Required
Y			Prereq 2	Construction and Demolition Waste Management Planning	Required
		1	Credit 1	Long-Term Commitment	1
		4	Credit 2	Interiors Life-Cycle Impact Reduction	1 to 4
		2	Credit 3	Building Product Disclosure and Optimization - EPDs	1 to 2
		2	Credit 4	Building Product Disclosure and Optimization - sourcing of raw materials	1 to 2
		2	Credit 5	Building Product Disclosure and Optimization - material ingredients	1 to 2
		2	Credit 6	Construction and Demolition Waste Management	1 to 2

Y	?	N			
0	0	17	**Indoor Environmental Quality**		**17 Possible Points**
Y			Prereq 1	Minimum Indoor Air Quality Performance	Required
Y			Prereq 2	Environmental Tobacco Smoke (ETS) Control	Required
		2	Credit 1	Enhanced IAQ Strategies	1 to 2
		3	Credit 2	Low-Emitting Materials	1 to 3
		1	Credit 3	Construction IAQ Management Plan	1
		2	Credit 4	IAQ Assessment	2
		1	Credit 5	Thermal Comfort	1
		2	Credit 6	Interior Lighting	2
		3	Credit 7	Daylight	3
		1	Credit 8	Quality Views	1
		2	Credit 9	Acoustic Performance	2
0	0	6	**Innovation and Design Process**		**6 Possible Points**
		1	Credit	Exemplary Performance EA Credit 3	1
		1	Credit	Exemplary Performance LT Credit 2	1
		1	Credit	Exemplary Performance LT Credit 3	1
		1	Credit	Innovation: Low Mercury	1
		1	Credit	Innovation	1
		1	Credit	LEED® Accredited Professional	1
0	0	4	**Regional Priority Credits**		**4 Possible Points**
		1	Credit	Regional Priority: LT4, EAc5 or EAc4	1
		1	Credit	Regional Priority: LT2	1
		1	Credit	Regional Priority: WEc1	1
		1	Credit	Regional Priority: WEc2	1
0	0	110	**Total**		**110 Possible Points**

Certified: 40 to 49 points, Silver: 50 to 59 points, Gold: 60 to 79 points, Platinum: 80 to 110

Exhibit

FIRST
INDUSTRIAL
REALTY·TRUST

Construction IAQ Management during Construction Policy

Projects with HVAC

First Industrial Prototype
LEED for Core and Shell

Exhibit

1.0 LEED CREDIT REQUIREMENTS

The LEED requirements with which this Indoor Air Quality Management Plan complies are as follows:

A. EQc3 Construction indoor air quality management plan

1. Develop and implement an Indoor Air Quality (IAQ) Management Plan (this Plan) for the construction and pre-occupancy phases of the building as follows:
2. During construction meet or exceed the recommended Control Measures of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guideline for Occupied Buildings under Construction, 2nd Edition 2007, ANSI/ SMACNA 0080-2008 (Chapter 3).

   a. Protect stored on-site or installed absorptive materials from moisture damage.
   b. If permanently installed air handlers are used during construction, filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 will be used at each return air grille, as determined by ASHRAE 52.2- 2007.
   c. All filtration media will be replaced immediately prior to occupancy.
   d. The use of tobacco products inside the building and within 25 feet (8 meters) of the building entrance is prohibited during construction.

B. Additional tasks are included as per the LEED Requirements:

1. Installation of materials will be sequenced so as to reduce the chances that porous materials absorb contaminants emitted by pollutant sources.
2. Work undertaken in fulfillment of the Plan will be fully documented.
3. Documents as required for LEED Certification will be submitted.
4. Overall coordination and communications related to the Plan's implementation will be planned and discussed at regular Project meetings
5. The use of tobacco products inside the building and within 25 feet (7.5 m), (or more if required by the local jurisdiction), of the building entrance is prohibited during construction.

2.0 OVERVIEW

A. The intent of this Plan is to:

1. Minimize exposure of construction workers to air pollutants
2. Prevent air pollutants from collecting in building systems and on building materials
3. Prevent air pollutants caused by construction from migrating into occupied spaces. For the purposes of this Plan, air pollutants are defined as:

   a. Particulates
   b. Volatile organic compounds
   c. Formaldehyde
   d. Combustion emissions
   e. Airborne bacteria and micro-organisms

f Airborne inorganic compounds, such as ozone (from electrical motors), metal fumes (from smoldering and welding), and ammonia and chlorine (from cleaning products)

B This Plan addresses measures required under Credit EQ-3 (Construction Indoor Air Quality Management Plan) of the U.S. Green Building Council's LEED for Core and Shell Rating System.

3.0 PERSONNEL AND RESPONSIBILITIES

A. Construction Manager

1. Overall responsibility for the execution of the plan.
2. Resolve disputes related to Plan execution and coordination.
3. Appoint the IAQ Representative.
4. Generate and/or compile all Plan documentation, including a photo log of the Construction IAQ Plan practices followed during construction.

B. IAQ Representative

1. Inform all construction personnel of the Construction IAQ Management Plan's goals and procedures. Provide opportunities for discussion and feedback to ensure that all construction personnel thoroughly understand the intent and detailed procedures of the Plan.
2. Regularly tour the jobsite to supervise and ensure Plan compliance.
3. Discuss ongoing measures to carry out the Plan at project coordination meetings and/or meetings organized to address Construction IAQ Management.
4. Ensure that criteria for warnings and corrective actions due to poor or failed compliance with the Plan are clearly understood by all affected parties.
5. Notify the respective parties in writing (e.g. trade contractors, vendors). if in the Representative's opinion, the procedures and measures required to implement the Plan are not being adhered to.
6. Generate and/or compile all Plan documentation.

C Trade Contractors

1. Carry out requirements of the Plan under the direction of the Representative.
2. Discuss measures to carry out the Plan at all meetings with the Construction Manager and with any other subcontractors performing work affected by the Plan.
3. Sequence work and use work methods that conform to the Plan requirements.
4. Assume financial responsibility for costs resulting from poor or failed compliance with the Plan.

4.0 PLAN DOCUMENTATION

A Primary copies of the documentation will be filed at the project site, with a copy stored at the office of the Construction Manager. Upon occupancy of the building (or earlier, if requested), the Owner will be provided with the following documentation package:

1. The approved Construction IAQ Management Plan [this document].
2. A copy of the IAQ Control Measures schedule, which lists the anticipated start- up date and expected duration of all construction IAQ control measures. The schedule is included as HVAC A of this Plan.
3. Deficiency reports showing corrective action taken and dates of both deficiency and corrective action.
4. Copies of work orders related to Plan IAQ activities and a work order log.
5. Record of temporary use of building mechanical equipment.
6. Record of filter change-outs showing location, time, and filter type, until acceptance of equipment by Owner.
7. A schedule of all filtration media used during construction and for filtration media installed just prior to occupancy with MERV values highlighted.
8. Cut sheets for all filtration media used during construction, and for filtration media installed just prior to occupancy.
9. Copies of duct testing and cleaning reports, if perfomed.
10. Job progress photographs taken at regular intervals throughout the construction process. Photographs will show the implementation of various measures required by the Plan and will be labeled to indicate the SMACNA measure being illustrated. Photographs will have integral date stamps and will be submitted in chronological order. No fewer than minimum 18 photographs will be submitted evenly divided between at least minimum 3 occasions.

5.0 REFERENCED STANDARDS

A. Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guideline for Occupied Buildings under Construction, 2nd Edition 2007, ANSI/ SMACNA 0080-2008 (Chapter 3).

B. Conditioning National Contractors Association (SMACNA). The overall intent and some detailed recommendations found in these Guidelines are the basis for this Plan.

C. ANSI/*ASHRAE 52.2-1999; Method of Testing General Ventilation Air-Cleaning Devices for Removal*

D. Efficiency *by Particle Size*. These define the testing to establish the MERV rating of filters.

E. General *Specifications for the Cleaning of HVAC Systems*, National Air Duct Cleaning Association, 1997, www.nadca.com (202-737-2926).

F. Green Building Design and Construction Reference Guide LEED v4 Edition with Addenda, LEED for Core and Shell version 4.0, U.S. Green Building Council.

6.0 COMPLIANCE WITH SMACNA GUIDELINES

A. Per LEED, this Construction Indoor Air Quality Management Plan follows Chapter 3 of the IAQ Guidelines for Occupied Buildings under Construction, 2nd Edition 2007, ANSI/SMACNA, published by the Sheet Metal and Air Conditioning Contractors National Association Inc. (SMACNA). Because the SMACNA Guidelines are written for occupied buildings undergoing renovation, the headings used under the "Control Measures" section of this Plan have been modified, where appropriate, to reflect a new construction project. All of the SMACNA sections are addressed under the corresponding headings listed below.

SMACNA HEADINGS	HEADINGS IN THIS PLAN	Article (this Plan)
Chapter 3 Control Measures	Control Measures	7-10
3.1 Overview	(Not applicable)	NA
3.2 HVAC Protection	HVAC Equipment and Ductwork Protection and Use	7.0
3.2.1 Return Side	Sealing Ductwork and Air Handling Equipment	7.A
3.2.2 Central Filtration	Filter Replacement and Tracking	7.B
3.2.3 Supply Side	Use of Mechanical Systems During Construction	7.C
3.2.4 Duct Cleaning	Duct Cleaning and HVAC Equipment Cleaning	7.D
3.3 Source Control	Source Control	8.0
3.3.1 Product Substitution	Product Substitutions	8.A
3.3.1 Low Emission Products	Low-Emission Products	8.B
3.3.2 Modifying Equipment Operation	Modifying Equipment Operation (not applicable)	8.C
3.3.3 Changing Work Practices	Changing Work Practices	8.D
3.3.4 Local Exhaust	Temporary Exhaust & Ventilation	8.E
3.3.5 Air Cleaning	Air Cleaning (not applicable)	NA
3.3.6 Cover or Seal	Sealing Pollution Sources	8.F
3.4 Pathway Interruption	Pathway Interruption	9.0
Depressurize the Work Area	Depressurize the Work Area	9.A
Pressurize Occupied Space	Pressurize Occupied Space	9.B
Erect Barriers to Contain Construction Area	Erect Barriers to Contain Construction Area	9.C
Relocate Pollutant sources	Relocate Pollutant sources	9.D
Temporarily Seal the Building	(Not applicable)	
3.5 Housekeeping	Housekeeping	10.0
	Routine Jobsite Cleaning	10.A
	Protection of Stored Materials before Installation	10.B
	Protection of Materials During and After Installation	10.C
3.6 Scheduling	Scheduling	11.0

	Airing-out New Materials	11.A
	Sequencing of Finish Applications	11.B
	Proper Curing of Concrete before Covering	11.C
	Installation during Unoccupied Periods	11.D

7.0 HVAC Equipment and Ductwork Protection and Use

A. Sealing Ductwork and Air Handling Equipment

1. Openings into installed ductwork and air-handling equipment not in active use will be covered using taped plastic, taped cardboard or other reasonably air- tight coverings. Openings will be covered prior to, or immediately upon installation of the ductwork or equipment. Regular walk throughs will be conducted by the IAQ Representative to check for damaged or displaced coverings. Corrective actions for damaged or displaced coverings will be addressed immediately upon discovery, per the direction of the IAQ Representative.
2. Construction work that generates air pollution will be avoided where ductwork or air- handling equipment is being installed.

B. Filter Replacement and Tracking

1. MERV 8 filters used for ductwork protection (see section above) will be replaced on an as- needed basis, as determined by the IAQ Representative.
2. At the end of construction, just prior to turn over, the MERV 8 filters used for ductwork protection will be discarded.
3. At the end of construction, just prior to turnover, new MERV 13 filters will be installed.
4. A listing of filter replacements (showing location, time, and filter type) will be recorded and included in the final Plan documentation.
5. An approved cut sheet for each type of temporary filter used will be filed and included in the final Plan documentation. The MERV rating of each filter will be highlighted on the cut sheet. Cut sheets will include the contractor's stamp.

C. Use of Mechanical Systems during Construction

1. The building's permanent HVAC systems will not be used during the construction process, to the maximum extent feasible. Passive ventilation and temporary exhaust fans, as described in the Temporary Exhaust and Ventilation section under Source Control, are the primary approaches to minimize contaminant build-up within the building, and to provide outside air to the construction workers.
2. If it becomes necessary to use the building's permanent HVAC systems during construction, the following control and protection measures will be employed:

a. Exhaust and makeup air supply systems: if a system is operated during construction, its filters will be replaced upon completion.

b Central air systems will be subject to these provisions when operated during construction:

1) The central AHU will be protected with a temporary filter having a minimum rating of MERV 8 per ASHRAE 52.2-1999.
2) Distribution elements needing filters, including all return air ductwork, will be protected with temporary filters having a minimum rating of MERV 8 per ASHRAE 52.2-1999 unless otherwise noted below.
3) If used for prolonged periods, filters will be periodically inspected and replaced if dirty.

c All components of the distribution on the return side will be protected, including but not limited to:

1) The portion of the air handler upstream of the central fan
2) Return vents, ducts and shafts;
3) VAV box intakes; and
4) Transfer ducts.

d. Components of the distribution system on the supply side will typically not need protection except if portions of the supply system become contaminated, coarse filters will be applied to completely cover supply outlets, to prevent the distribution of particulates into building spaces.

8.0 Source Control

A. Product Substitution:

1. Products utilized in the finishes of this building shall adhere to the emissions criteria in specifications Division 1 "VOC Content Limitations" section.
2. Such products shall undergo a submission process, wherein the subcontractor submitting the products will be required to provide detailed information regarding the product's VOC content. Products that do not meet the VOC content limitation requirements will be rejected.

B. Low Emitting Products - This Plan is predicated on the use of low-emission interior products which comply with the following VOC limit standards:

1. Adhesives, Sealants and Sealant Primers: California's South Coast Air Quality Management District Rule #1168, Adhesive and Sealant Applications [LEED Credit EQc2]
2. Aerosol Adhesives: Green Seal Standard GC-36 [LEED Credit EQc2]
3. Anti-Corrosive and Anti Rust Paints: Green seal Standard GC-03 [LEED Credit EQc2]
4. Interior Topcoat Paints: Green Seal's Standard for Architectural Coatings (GS-11) [LEED Credit EQc2] Green Seal, 1001 Connecticut Avenue, NW, Suite 827, Washington, DC 20036 [LEED Credit EQc2]

5. All Other Architectural Coatings: California's South Coast Air Quality Management District Rule 1113, Architectural Coatings (adopted September 2, 1977, with amendments through May 14, 1999) [LEED Credit EQc2]
6. Carpet Systems: Carpet and Rug Institute's CRI Green IAQ Label "Plus" criteria [LEED Credit EQc2]
7. Carpet Pad: Carpet and Rug Institute's CRI Green IAQ Label criteria [LEED Credit EQc2]
8. Hard Surface Flooring: The Resilient Floor Covering Institute - FloorScore Program [LEED Credit EQc2]
9. Composite Wood and Agrifiber Products: Products containing added urea-formaldehyde resins will not be installed on the project. In addition, products with laminating adhesives containing urea-formaldehyde will not be installed on the project. [LEED Credit EQc2]

C. Modifying Equipment Operation

1. To reduce air pollution during construction:

a. Electric equipment will be used instead of gasoline-powered equipment whenever practical.
b. Bottled gas will be used in place of diesel fuel whenever practical.
c. Exhaust from gasoline or diesel vehicles will be kept away from air intake pathways.
d. Fuel-burning equipment will be cycled off during extended periods between uses.

D. Changing Work Practices

1. All construction workers will use work practices that reduce the generation and distribution of indoor air pollutants. The Representative will conduct orientation sessions with affected construction workers and supervisors, as part of the Construction Manager's overall orientation on safe work practices. In these sessions, the Representative will review goals covering all aspects of the Plan, including HVAC protection, source control, pathway interruption, use of low-VOC products, and housekeeping.

E. Temporary Exhaust and Ventilation

1. Where available, operable vents and windows will be opened to ventilate the building during application of interior finishes when weather conditions are suitable. Spaces with fixed glazing or no windows will be ventilated by localized temporary exhaust, as described below, or by using building mechanical systems (described above).

a. Any local regulations concerning the discharge of particulates will be adhered to.
b. Local temporary exhaust will be accomplished using fans, duct extensions, and filters.
c. Local temporary exhaust will not discharge near air intakes or other openings that lead into the building.
d. Building louvers may be temporarily removed, or the installation of fixed windows delayed for the placement of exhaust ductwork.

F. Sealing Pollution Sources

1. The following rules apply to materials that emit air pollutants or odors:

a. Containers containing wet materials will be covered whenever they are not in active use.
b. Waste materials will be covered or sealed and regularly removed from the building.
c. Absorptive materials or materials with an odor will be covered while moved through the building.
d. Whenever possible, material containers will be disposed of with the covers on.
e. Materials that require a surface coating to control pollutants or odors will be coated promptly.

G. Sealing Pollution Sources

1. Containers of emitting materials (e.g., sealants, adhesives, paints) will be covered whenever they are not in active use.
2. Waste materials, particularly those that emit odors, will be regularly removed from the building.

9.0 PATHWAY INTERRUPTION

A. Erect Barriers to Contain Construction Area

1. When work is completed in an area, the area will be protected from pollutants generated in other parts of the building still under construction. One or more of the following methods of pathway interruption will be used:

a. Erecting barriers between completed areas and areas still under construction.
b. Where present, doors and windows will be closed and locked between completed portions of the building and portions of the building still under construction. The closures will be further sealed with tape, plastic sheeting and/or sealant, if necessary.
c. here there is no constructed barrier between the two portions of the building, a temporarily barrier will be erected to close in the smaller of the two spaces. The edge of the temporary barrier will be taped continuously to ensure a tight seal, or even caulked. The temporarily barrier will be erected to withstand pressure differentials between the two spaces. Elevator and stairways that open on to both completed areas and areas still under construction will have air lock vestibules at their entries to the floor to prevent the passage of dust and other contaminates by the stack affect.

D. Relocate Pollutant Sources: Stage the location of equipment or processes which produce pollutants away from air intake and occupied areas.

10.0 HOUSEKEEPING

A. Routine Jobsite Cleaning

1. Controlling Pollution at Entrances: Measures will be implemented to close or cover pathways between spaces through which pollutants could travel, such as pollutants from being tracked into interior spaces by workers or equipment. These will include temporarily walk-off mats and floor protection.

2. The following housekeeping measures will be employed as part of the Plan:

   a. A regular housekeeping schedule will be instituted. Cleaning measures and frequency will be selected according to the pollutants generated in a space.
   b. Where applicable, dust will be suppressed by the use of low-odor wetting agents and sweeping compounds.
   c. Low-odor cleaning agents will be used.
   d. Spills of water or solvent will be cleaned up immediately.
   e. Attention will be given to cleaning hidden or hard-to-reach surfaces, such as wall cavities, tops of door, ledges, and behind water closets.

B. Protection of Stored Materials before Installation

1. Measures will be taken to 1) minimize dust accumulation on material surfaces; 2) minimize moisture exposure or moisture damage of stored materials; and 3) minimize the absorption of other pollutants by absorbent materials. The measures will include the following:

   a) Materials will be handled and stored according to the manufacturer's recommendations.
   b) Unwrapped absorbent materials will be shrink-wrapped and stored on pallets (or similar means) to raise them off the floor surface
   c) Highly absorbent materials such as duct liner, acoustic tile, carpeting, or insulation will be stored indoors in the original packaging or covered and sealed.
   d) Moderately porous materials such as gypsum board will be stored indoors, wrapped or away from dust and materials prone to off-gas VOC's.
   e) Dense material such as glass, metal framing, ductwork and equipment will be covered and kept dry.
   f) If condensation forms on cold material, care will be taken not to expose it to dust or other particles. If exposed to pollution, housekeeping measures will be used promptly to clean the material before installation.
   g) No materials will be stored in rooms containing air-handling equipment other than materials intended for use there.

C. Protection of Materials During and After Installation

1. No materials intended for dry installation will be installed wet.
2. The Representative will determine appropriate measures to prevent water damage to materials not intended to be wet during construction, including temporary water barriers and/or water stops.

3. Subcontractors are required to notify the Representative of any condition in which a material may be moisture damaged. The Representative will inspect the material and determine if it needs to be replaced.

11.0 SCHEDULING (GENERAL)

A. Airing-Out of New Materials

1. Materials including carpet, carpet tiles, vinyl composition tile, and resilient sheet flooring will be removed from their packaging 24 to 72 hours prior to their installation and stored in ventilated areas away from absorbent materials acoustical such as ceiling tiles (and away from spaces where ceiling tiles have been installed).

B. Sequencing of Finish Applications

1 The installation and application of finishes will be scheduled to prevent porous materials from acting as "sinks" for the storage and subsequent release of contaminants emitted from wet-applied finishes and other high off-gassing materials. Major finish materials for the project have been categorized as either 'Sources' (highly emitting) or 'Sinks' (porous/absorbent).

2. The following sequencing procedures will be coordinated by the Representative:

a) Caulks, sealants, and joint fillers will be applied prior to installing carpets.
b) Painting of interior walls, soffits, doors, frames, etc. (with the exception of touch-up work) will occur prior to installing carpets.
c) Painted areas will be allowed a minimum 48 hour drying period before carpets or acoustical ceiling tiles are installed. Only low- VOC paints and primers will be used.
d) Where feasible, a primer coat of paint will be applied to gypsum wallboard prior to the application of caulks, sealants, and joint fillers.
e) Custom architectural millwork items will be finished off site and delivered to the site after a minimum 48-hour off-site curing period.
f) Fabric-covered systems furniture panels and upholstered furniture will be installed after all other finish work is complete.

C. Proper Curing of Concrete before Covering:

1. Applicable finishes over concrete slabs and toppings (stone flooring; VCT; wood flooring; carpet; paints; sealers) will be installed according to the manufacturer's instructions regarding the appropriate condition of the concrete slab.

D. Installations During Unoccupied Periods

1. Installations will occur only during unoccupied periods.

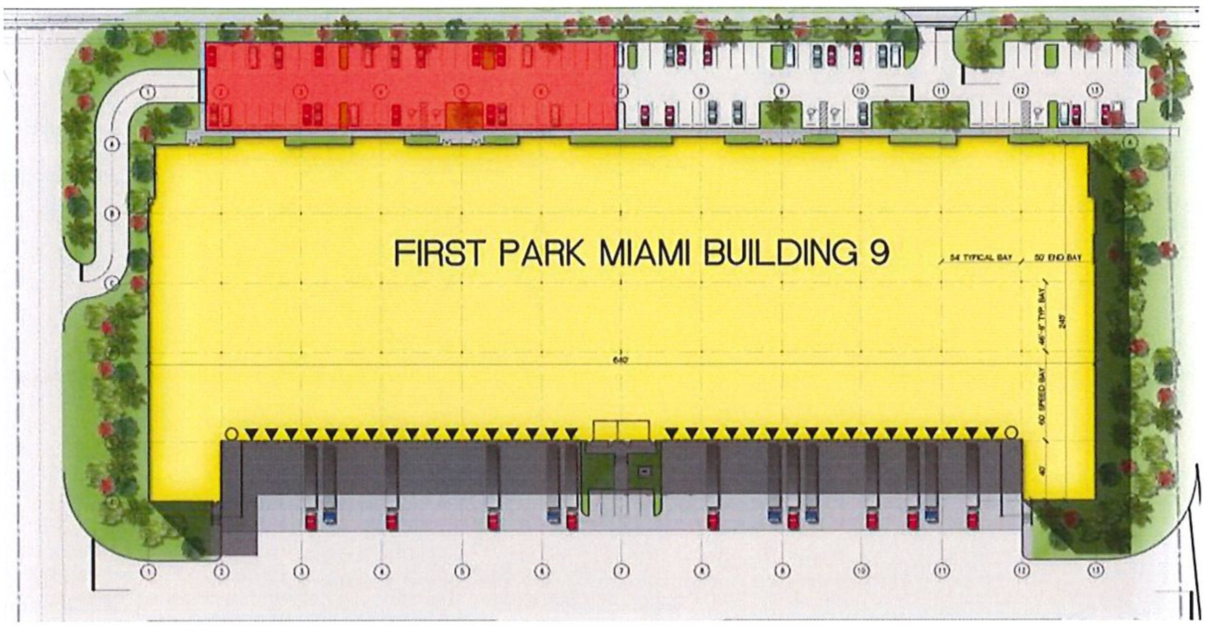
2. Occupied and unoccupied areas will be effectively separated from on- going construction-generated pollution in accordance with the requirements of "Pathway Interruption," above.

Appendix A – Schedule of Indoor Air Quality Measures

MEASURE	SMACNA REFERENCE	START DATE OF IMPLEMENTATION	NOTES

EXHIBIT L

PARKING SPACES



MEMORANDUM
(Revised)

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

DATE: October 18, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 14(A)(7)

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 Daniella Levine Cava Mayor

Veto ___________

Override ___________

Agenda Item No. 14(A)(7)
10-18-22

RESOLUTION NO. R-1029-22

RESOLUTION APPROVING THE TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE, OF A RETROACTIVE LEASE AGREEMENT ("LEASE"), BETWEEN FIRST INDUSTRIAL, L.P., A FOREIGN LIMITED PARTNERSHIP, AS LANDLORD AND MIAMI-DADE COUNTY, AS TENANT, FOR THE PREMISES LOCATED AT 9001 NW 87 AVENUE, MEDLEY FLORIDA, TO BE UTILIZED BY THE MIAMI-DADE COUNTY POLICE DEPARTMENT FOR GENERAL WAREHOUSING USE AND INCIDENTAL OFFICE USE RELATED THERETO, FOR A FIVE-YEAR TERM, WITH A CUMULATIVE FISCAL IMPACT TO THE COUNTY ESTIMATED TO BE $6,598,869.65, INCLUSIVE OF BASE RENT IN THE AMOUNT OF $5,212,507.32, $260,625.37 FOR LEASE MANAGEMENT FEES, AND $1,125,736.96 IN OPERATING EXPENSES, PLUS ADDITIONAL PREMISES OPERATING EXPENSES NOT YET DETERMINED; 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, First Industrial L.P., a foreign limited partnership ("Landlord"), owns certain property located at 9001 NW 87 Avenue, Medley, Florida ("Premises"); and

WHEREAS, Miami-Dade County ("County"), desires to lease the Premises consisting of approximately 66,376 square feet, inclusive of 2,620 square feet of office space, to be utilized by the Miami-Dade Police Department; and

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

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

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

Section 2. This Board hereby approves the Lease in substantially the form attached as Exhibit A to the Mayor's Memorandum between Landlord and the County as tenant, for the property located at 9001 NW 87 Avenue, Medley, Florida, to be utilized by the Miami-Dade Police Department, with a cumulative cost to the County estimated to be $6,598,869.65, inclusive of $5,212,507.32 in base rent, $260,625.37 in lease management fees, and $1,125,736.96 in operating expenses, plus additional operating expenses directly paid by the County not yet determined, for the five-year term of the Lease, to be funded from the Surfside Fund, FEMA Federal Fund, and General Fund, beginning on October 7, 2022 and cancellable on or before November 7, 2022, by either party based on conditions established on section 17.4 of the Lease.

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

The foregoing resolution was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** 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**	Kionne L. McGhee	**aye**
Jean Monestime	**aye**	Raquel A. Regalado	**absent**
Rebeca Sosa	**aye**	Sen. Javier D. Souto	**aye**

The Chairperson thereupon declared this resolution duly passed and adopted this 18th day of October, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Lauren E. Morse