

SW-2019

**APPLICATION FOR DERM AND FDEP PERMIT
TO OPERATE A
USED TIRE FACILITY
FOR**

**JE TIRES OF FLORIDA, LLC
5280 N.W. 165 STREET
MIAMI GARDENS, FLORIDA 33014**

RECEIVED
DERM
NOV 07 2020
POLLUTION REGULATION
DIVISION



SEPTEMBER 2020




BALJET ENVIRONMENTAL, INC.

ENVIRONMENTAL - CIVIL ENGINEERING
10331 S.W. 102 STREET
MIAMI, FLORIDA 33176

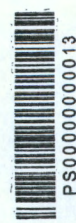
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FROM:

BALJET ENVIRONMENTAL, INC.
10331 S.W. 102 STREET
MIAMI, FLORIDA 33176-3502


To
Mr. Johnny Vega, P.E., Senior Professional Engineer
Pollution Regulation Division
Environmental Permitting Section
Environmental Resources Management
Miami-Dade RER
701 N.W. 1st Court, 7th Floor
Miami, FL 33136-3912

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**LETTER
OF SUBMITTAL**

VIA USPS PRIORITY MAIL

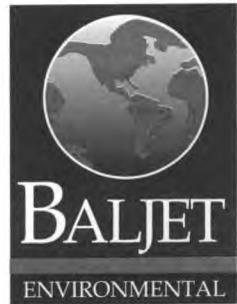
November 5, 2020

Mr. Johnny Vega, P.E., Manager
Environmental Permitting Center
Environmental Resources Management
Miami-Dade RER
701 N.W. 1st Court, 7th Floor
Miami, Florida 33136-3912

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DERM

NOV 07 2020

**POLLUTION REGULATION
DIVISION**



ENVIRONMENTAL,
CIVIL ENGINEERING
AND INDOOR
AIR QUALITY

ATTN: Bruce Coward, P.E.

**RE: DERM Resource Recovery and Management Facility (RRMF) Application and
FDEP Waste Tire Application
JE Tires of Florida, LLC
5280 N.W. 165 Street
Miami Gardens, Miami-Dade County, Florida 33014**

Dear Mr. Vega:

On behalf of JE Tires of Florida, LLC (JE), we are submitting herewith for your review and approval the DERM RRMF and Florida Department of Environmental Protection (FDEP) Waste Tire Processing Facility Applications accompanied by their pertinent Exhibits, covering a used tire facility located at the above captioned address. In addition, Permit review checks Nos. 020739 and 020240 issued by JE in the respective amounts of \$1,250.00 (FDEP) and \$537.50 (DERM) are enclosed.

We look forward to your favorable consideration of these Applications.

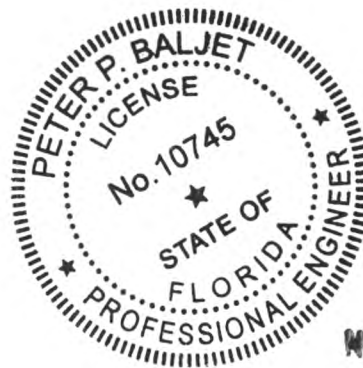
Sincerely,

BALJET ENVIRONMENTAL, INC.

Peter P. Baljet, P.E., C.I.E.C.
Principal

Enclosures

cc: Roland Nasr, w/encl.



NOV 05 2020

**DERM
RRMF
APPLICATION**

NOV 07 2020

**POLLUTION REGULATION
DIVISION**

Department of Regulatory and Economic Resources (RER)
Environmental Resources Management
Pollution Regulation Division
701 NW 1st Court • 7th Floor
Miami, Florida 33136-3912
T 305-372-6600 F 305-372-6630

Application for Permit to Operate or Modify a Resource Recovery and Management Facility (RRMF)

GENERAL REQUIREMENT: In accordance with Sections 24-5 and 24-18 of the Code of Miami-Dade County, a Resource Recovery and Management Facility Permit is required for facilities which engage in the disposal, recycling, incineration, processing, storage, transfer or treatment of solid or liquid waste, excluding sewage treatment, industrial waste treatment, or facilities exclusively within State or Federal jurisdiction.

FILING INSTRUCTIONS: Two (2) copies of a complete RRMF permit application and applicable supporting information, including the appropriate permit application review fee in accordance with the latest RER approved operating permit fee schedule (made payable to "Miami-Dade County"), shall be submitted/mailed to the RER Pollution Regulation Division at the above referenced address.

A. APPLICANT INFORMATION

1. Applicant ¹ (Operating Authority, Corp/LLC/LP): JE TIRES OF FLORIDA, LLC

2. Mailing Address: 5280 N.W.165 STREET MIAMI GARDENS FLORIDA 33014
Street / P.O. Box City State Zip

3. Authorized Representative: ROLAND NASR 4. Title: PRESIDENT

5. Email Address: sales @jetires.net 6. Phone: 305-623-2700

7. Emergency Contact: ROLAND NASR 8. Phone: 305-608-3008

B. FACILITY INFORMATION

1. Full Facility Address: 5280 N.W. 165 STREET MIAMI GARDENS 33014
Street Unit/Bay City Zip

2. Facility Folio No(s): 34-2118-004-0016
(List All Applicable Numbers)

3. Indicate proposed business use at the subject property: USED TIRE STORAGE

4. Existing Zoning Land Use Classification / Zoning Resolution: I-2 (MIAMI GARDENS)

5. Domestic sewage disposal method available at the facility (select one):
☒ Public Sanitary Sewer System ☐ Septic Tank ☐ Other (specify): _____

6. Potable water source available at the facility (select one):
☒ Public Water Main System ☐ Well System ☐ Other (specify): _____

C. PROPERTY OWNER INFORMATION

1. Property Owner Name: PP SUNSHINE OWNER LLC

2. Mailing Address: 222 SOUTH RIVERSIDE PLAZA, SUITE 2000 CHICAGO ILLINOIS 60606
Street / P.O. Box City State Zip

3. Contact Person: GLENN WYLIE 4. Title: AUTHORIZED SIGNATORY

5. Email Address: rc@industrialgroup.com 6. Phone: 786-269-4498

D. AUTHORIZED AGENT / CONSULTANT INFORMATION

1. Authorized Agent / Consultant: BALJET ENVIRONMENTAL, INC.

2. Mailing Address: 10331 S.W. 102 STREET MIAMI FLORIDA 33176
Street / P.O. Box City State Zip

3. Contact Person: PETER P. BALJET, P.E., C.I.E.C. 4. Title: PRINCIPAL

5. Email Address: peterbaljet1941@gmail.com 6. Phone: 305-490-0413

E. CLASSIFICATION OF APPLICATION (select one)

☒ New (Annual Operating Permit)* ☐ New (One - Time Permit) ☐ New (Pilot Study) ☐ Modification of Permitted Facility

If applying for a one-time permit or pilot study, indicate length of time of proposed operations: _____ Days

*The relocation of an existing permitted facility must be filed as a "New" application.

Notes:

1. For corporate entities, name specified shall match State of Florida Division Division of Corporation records.

F. FACILITY TYPE (check all that apply)

Note: C & D = Construction and Demolition Debris
TS = Transfer Station

WT = Waste Tire
UT = Used Tire

MRF = Materials Recovery Facility
BW = Biomedical Waste

P & C = Paper & Cardboard
YT = Yard Trash (vegetative waste)

- | | | | |
|---|--|---|---|
| <input type="checkbox"/> C & D MRF * | <input type="checkbox"/> Class I MRF * | <input type="checkbox"/> YT Mulching / Composting * | <input type="checkbox"/> Concrete Crushing |
| <input type="checkbox"/> C & D TS * | <input type="checkbox"/> Class III MRF * | <input type="checkbox"/> WT Storage / Processing * | <input checked="" type="checkbox"/> UT Storage / Processing * |
| <input type="checkbox"/> C & D Landfill * | <input type="checkbox"/> Class I TS * | <input type="checkbox"/> P & C Recycling | <input type="checkbox"/> Plastics Recycler |
| <input type="checkbox"/> Class I Landfill * | <input type="checkbox"/> Class III TS * | <input type="checkbox"/> Ferrous Metal Recycler | <input type="checkbox"/> Non-Ferrous Metal Recycler |
| <input type="checkbox"/> Class III Landfill * | <input type="checkbox"/> BW Storage / Processing | <input type="checkbox"/> Electronics Recycler | |

☒ Other: **NO PROCESSING**

* Pursuant to Chapters 62-701, 62-709, 62-711, Florida Administrative Code (FAC), the submittal of a separate FDEP Solid Waste Management Facility permit application may also be required.

G. OPERATIONAL INFORMATION

1. In the space below provide a description of the operations to be conducted at the subject property/facility, or modification of operation as applicable.

STORAGE OF USED TIRES FOLLOWED BY SALES TO BUYERS IN THE US AND FOREIGN COUNTRIES.

2. In the space below describe the types and quantities of each material/waste stream to be stored/processed at the subject property

60,000 MAXIMUM USED TIRES FOR STORAGE (NO PROCESSING).

3. Will all incoming waste stream(s) be source separated? ☐ Yes ☒ No
If No, describe method(s) for segregation of commingled incoming waste streams at the facility (if any).

N/A

4. Will facility be open to accept material from the general public? ☐ Yes ☒ No

5. If proposing a metal recycling operation, will white goods be accepted the with the incoming scrap metal waste stream? ☐ Yes ☒ No ☐ N/A

6. Daily maximum quantity of waste to be stored / processed at the facility: 120 tons/day or yd³/day or Lbs / day

7. Operation includes the storage / processing of Waste Tires ? ☐ Yes ☒ No If Yes, indicate maximum quantity to be stored at any time: tires

8. Indicate total available area for all indoor and/or outdoor areas for the storage of the proposed incoming material / waste stream(s).

☒ Indoor: 33,356 ft² or acres ☒ Outdoor: 0 ft² or acres

9. Maximum combined storage capacity at the subject property (in/outdoor): 120 tons or yd³ or Lbs

H. SUPPLEMENTAL INFORMATION

NEW PERMIT APPLICATIONS: ALL ITEMS OUTLINED IN THIS SECTION SHALL BE INCLUDED AND ATTACHED WITH THE PERMIT APPLICATION.
PERMIT MODIFICATIONS: SHALL INCLUDE ALL APPLICABLE ITEMS OUTLINED IN THIS SECTION BASED ON SCOPE OF MODIFICATION.

1. Letter of Authorization From Registered Corporate Officer

If the individual listed in section A of this form is not a registered officer of the applicant (corporate entity) as shown on State of Florida Division of Corporation records (<http://www.sunbiz.org>), a notarized letter from a valid corporate officer granting said individual authorization to act as a representative for the applicant shall be attached.

2. Proof of Connection to Public Water & Sewer Utility

If the subject facility/property is served by both a public water main and public sanitary sewers then copies of one of the following must be provided to establish proof of connection to said systems:

(i) Utility water & sewer service agreement(s) or; (ii) Signed water & sewer verification form from utility or; (iii) Copy of plumbing permit from building department for connection to water/sewer utilities and corresponding proof of final inspections.

Note: Pursuant to Sections 24-43.1(4) and 24-43.1(6) of the Code of Miami-Dade County, and prior to the approval of a RRMF application, if the facility is served by a potable water supply system other than a public water main and/or a sewage disposal/treatment method other than public sanitary sewers, a variance from the Environmental Quality Control Board (EQCB) may be required pursuant to Sections 24-12 and 24-13 of the Code.

3. Authorization from Unincorporated or Municipal Zoning Authority

A determination from the applicable zoning authority indicating that the operation of a Resource Recovery and Management Facility at the subject property is in conformance with zoning requirements shall be provided. Due to restrictions associated with various zoning classifications, and prior to the submittal of a RRMF permit application, RER recommends that both the applicant and applicable zoning authority consider relevant aspects of the proposed operation as part of said determination including: 1) scope of proposed operation(s), 2) types of materials/waste streams to be stored and/or processed, 3) storage and processing locations (both indoor and outdoor), 4) type of equipment to be used.

4. Land Use Authorization

Documentation (e.g., a warranty deed, certified copy of a lease agreement, operating agreement or contract, etc.) that the applicant either owns the property or has legal authorization from the property owner to use the site for a RRMF operation shall be provided with the application.

5. Boundary Survey & Legal Description of Property

A signed/sealed boundary survey of the property prepared by a Professional Land Surveyor and Mapper registered in the State of Florida under Chapter 472, F.S., shall be provided with the application.

6. Facility Site Plan(s)

A signed and sealed site plan prepared by a Professional Engineer registered in the State of Florida under Chapter 471, F.S., at an appropriate size and scale, shall be provided with the application. At a minimum, said plan shall depict the following:

- i) Location of facility relative to adjacent properties, street(s) and intersection(s).
- ii) Total acreage of facility.
- iii) Relevant features such as water bodies or wetlands on or within 200 feet of the site, or note indicating that no such features are present.
- iv) Location of potable water wells on or within 500 feet of the site, or note indicating that no such wells are present.
- v) Location of septic tank system(s) serving the property, or note indicating that no such system(s) are present.
- vi) Facility layout including identification of all proposed and existing to remain structures.
- vii) Identification / Delineation of all loading, unloading, storage and processing areas, including identification of enclosed/roofed structures and areas subject to impacts from rainfall events.
- viii) Identification of storage capacities of all loading, unloading, storage, processing areas.
- ix) Identification of all existing and proposed pervious and impervious surfaces (e.g., concrete, asphalt, gravel, etc) for all processing/storage areas.
- x) Stormwater runoff direction and point(s) of discharge to groundwater based on site topography.
- xi) Location of existing and/or proposed groundwater monitoring wells relative to tipping, processing and storage locations, and stormwater management structures (e.g., catch basins, french drains, exfiltration trenches, etc.).

7. Description of Waste Storage/Processing Activities

A description of the facility's waste storage/processing activities shall be provided with the following information:

- i) The types of wastes, recyclable or recovered materials to be accepted, managed and/or processed at the facility.
- ii) The expected daily average and maximum weights/volumes of materials to be managed or processed.
- iii) Description of how incoming materials will be stored, managed and/or processed.
- iv) Description of how the incoming materials will flow through the facility including locations of all loading, unloading, sorting, processing and storage areas.
- v) The maximum quantity of material that will be stored at the facility at any one time, including supporting calculations to substantiate said quantity based on the maximum storage/processing capacity of the facility.
- vi) The maximum time materials will be stored at the facility.
- vii) The expected disposition of materials after leaving the facility, including a listing of expected / contracted disposal locations.
- viii) Access control features/measures to prevent unauthorized disposal of material at the facility.
- ix) Listing of the types of equipment that will be used at the facility.
- x) Description of maintenance and/or repair activities to be undertaken at the facility, including secondary containment provisions for hazardous materials / wastes handled and/or generated as a result of said activities.

8. Operations Plan

- i) Provide an operations plan that describes all aspects of the facility operations in detail. At a minimum, the Operations Plan shall include:
- ii) A listing of the person(s) responsible for the operations (e.g. facility manager, supervisor, etc.), including relevant contact information.
- iii) A description of the operation and functions of all processing equipment that will be used, including design criteria and expected performance.
- iv) A description of the procedures to inspect/monitor materials received at the facility, including identification of hazardous and prohibited materials.
- v) A description of the procedures to control the flow of material through the facility, including the management, storage and disposition of any unacceptable material inadvertently received. A listing of companies/locations used for the disposal/transport of unacceptable materials shall also be included.

9. Contingency / Emergency Plan

A contingency plan covering operational interruptions and emergencies such as fires, explosions, or natural disasters adequate for the operations being permitted, shall be provided with this application. The contingency plan shall be kept at the facility at all times and shall be accessible to facility operators. At a minimum, the contingency plan shall include:

- i) Designation of persons responsible for implementation of the contingency plan.
- ii) Notification procedures to appropriate local emergency response agencies, including RER's 24-hour emergency response line (305-372-6955).
- iii) A description of emergency procedures to be followed, including the location of fire-fighting equipment and explanations of how to use this equipment.
- iv) Provisions for the immediate shut down of those parts of the facility affected by the emergency.

10. Closure Plan

Submit a facility closure plan in the event of permanent closure or excessively long closure periods of the facility that identifies the steps needed to shut down the specific operations pertaining to waste processing and management of any on site solid waste.

11. Department of Public Works and Waste Management (PWWM) Approval of RRMF Operation(s)

In accordance with Section 24-18(A) of the Code of Miami-Dade County (the Code), no Resource Recovery and Management Facility permit shall be granted without the written recommendation and approval of the Director of the Department of Solid Waste Management (now known as the Department of Public Works and Waste Management - PWWM), issued pursuant to the provisions of Chapter 15 of the Code. The Director of the Department of Environmental Resources Management (now known as the Department of Regulatory and Economic Resources - RER) or his designee, in his discretion, may require conditions, limitations or restrictions as part of the operating permit if said conditions, limitations and restrictions are consistent with the requirements of Chapter 24 of the Code.

Pursuant to the above requirements, the RER will forward a copy of the RRMF permit application and accompanying supplemental information to the PWWM for its review and recommendations.

I. ADDITIONAL REQUIREMENTS

THE ITEMS OUTLINED IN THIS SECTION MAY BE REQUIRED BY UPON REVIEW OF THE PROPOSED OPERATION OR PERMIT MODIFICATION.

1. Topographic Survey

A signed/sealed topographic survey of the property prepared by a Professional Land Surveyor and Mapper registered in the State of Florida under Chapter 472, F.S.

2. Groundwater Monitoring Plan (GWMP)

Upon review of the RRMF permit application and proposed facility operations, RER may require the submittal of a GWMP covering all areas where waste is proposed to be stored or processed at the facility. If deemed applicable, the GWMP shall be prepared by a State of Florida registered Professional Engineer or Professional Geologist knowledgeable in hydrogeologic investigations. Said GWMP shall be prepared and finalized in accordance with the steps outlined below.

i) A preliminary GWMP, to be reviewed and approved by RER, shall be submitted to include :

- (A) A proposal for the installation of upgradient and downgradient groundwater monitoring wells for the detection and monitoring of any potential on site ground pollution based on the nature of the operation.
- (B) A detailed description/rationale for the proposed number of wells and corresponding locations based on on-site grading, storm water run off direction, groundwater flow direction, potential groundwater contamination and location of stormwater management structures.
- (C) Well location plan(s) and construction details.
- (D) Monitoring and Reporting frequency at an interval not to exceed one hundred eighty (180) calendar days.
- (E) Proposed analytical suite for the assessment of ground water quality at the proposed well locations which, at a minimum, shall include:
 - (1) Volatile Organic Aromatics (VOAs) and Volatile Organic Halocarbons (VOHs) by EPA method 8260 or 624.
 - (2) Benzene, Toluene, Ethylbenzene and Total Xylenes (BTEX) by EPA method 8260 or 624
 - (3) Polycyclic Aromatic Hydrocarbons (PAHs) by EPA Method 8270 or 625.
 - (3) Total Recoverable Petroleum Hydrocarbons (TRPHs) by FL-PRO method.
 - (4) Ammonia as Nitrogen (N)
 - (5) RCRA metals (Silver, Arsenic, Barium, Cadmium, Chromium, Mercury, Lead and Selenium).
 - (6) In addition to RCRA metals, metal recycling facilities shall also monitor for Iron, Aluminum, Nickel, Copper and Zinc.
 - (7) Additional parameters based on site history, site conditions, and as deemed appropriate by the consultant and/or RER.

ii) Upon obtaining RER approval for the preliminary GWMP, a Baseline Groundwater Monitoring Report (BGWMR) that includes the items outlined below shall be submitted to RER for review:

- (A) Original laboratory reports prepared in accordance with the requirements of Rule 62-160.340, FAC. Said reports shall include analytical results for all monitoring wells in accordance with the analytical suite approved as part of the preliminary GWMP.
- (B) Water levels recorded prior to evaluating wells or sample collection. Elevation reference shall include the top of the well casing and land surface at each well site at a precision of plus or minus 0.01 feet (using a consistent nationally recognized datum).
- (C) Summary of any water quality criteria standards or criteria that are exceeded.
- (D) A signed and sealed ground water table contour map, with contours at no greater than one-foot intervals unless site specific conditions dictate otherwise, which indicates ground water elevations and flow direction.

iii) Upon review of the BGWMR results, the RER will conduct one of the following:

- (A) Approve the preliminary GWMP as the final GWMP for the proposed operation/facility or;
- (B) Request the submittal of an amended GWMP that addresses any additional RER comments/recommendations based on the BGWMR results obtained.

3. Prohibition of RRMF Operations within Wellfield Protection Areas

Variance(s) from the Environmental Quality Control Board (EQCB) may be required pursuant to Sections 24-12 and 24-13 of the Code of Miami-Dade County (the Code) prior to the approval of a proposed RRMF operations located within a Wellfield Protection Area in accordance with the provisions of Section 24-43(11) of the Code.

4. Requirements For Metal Recycling Facilities

In addition to the requirements stipulated in the previous sections of this permit application, any prospective metal recycling operator shall provide information specifically demonstrating how it intends to comply with the requirements of Section 24-47 of the Code of Miami-Dade County "Regulations for the operation of metal recycling facilities".

5. Class VI Permit or Equivalent Stormwater Management Permit

Upon review of the RRMF permit application and proposed facility operations, a determination regarding the applicability of a RER Class VI permit (or other applicable permit) may be requested from the RER Water Control Section (WCS). If deemed applicable, the applicant will be responsible for obtaining all necessary permits and approvals from the WCS prior to the completion and approval of a RRMF permit application.

J. APPLICATION CERTIFICATIONS

1. Certification by Applicant

NOTE: THIS DOCUMENT MUST BE NOTARIZED

The undersigned authorized representative for the Operating Authority is fully aware that the statements made in this application for an operating permit are true, correct, and complete to the best of his/her knowledge. Furthermore, the undersigned agrees to maintain and operate the facility in such a manner as to comply with the provisions of Chapter 24 of the Code of Miami-Dade County and all applicable State and Federal regulations. The representative also acknowledges that a permit, if granted by the Department, will be non-transferable and that a prompt notification shall be provided to the Department upon sale, change of location, or legal transfer of the permitted facility.

Authorized Representative: ROLAND NASR

Title: PRESIDENT

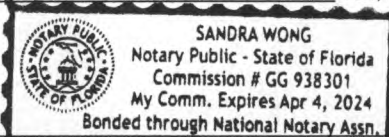
Signature: [Signature]

Date: OCT 14 2020

Before me, a Notary Public duly qualified under the laws of the State of Florida to administer oaths, personally appeared Ronald Nasr. Being by me duly sworn, deposes and says that he/she has read the foregoing application and knows the contents thereof, and that the same is true of his/her own knowledge. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 14th day of October, A.D., (year) 2020.

My Commission Expires: April 4, 2024

Notary Public Name: Sandra Wong



NOTARY SEAL

2. Certification by Professional Engineer Registered in the State of Florida

This is to certify that the engineering features of this resource recovery and management facility have been designed / examined by me and found to conform to engineering principles applicable to such facilities. In my professional judgment, this facility, when properly maintained and operated, will comply with all applicable statutes of the State of Florida and Chapter 24 Code of Miami-Dade County, Florida. It is agreed that the undersigned will provide the applicant with a set of instructions of proper maintenance and operation of the facility.

Name: PETER P. BALJET, P.E., C.I.E.C.

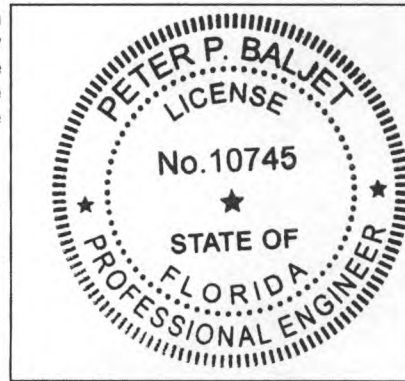
Florida Registration No: 10,745

Phone: (304) 490-0413

Email: peterbaljet1941@gmail.com

Date: OCT 14 2020

Signature: [Signature]



(affix seal)

K. PERMIT APPLICATION SUBMITTAL CHECKLIST (check all that apply)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Completed, Notarized, Signed and Sealed RRMF Permit Application Form | <input checked="" type="checkbox"/> Facility Site Plan |
| <input checked="" type="checkbox"/> Permit Application Processing Fee (payable to "Miami-Dade County") | <input checked="" type="checkbox"/> Boundary Survey |
| <input checked="" type="checkbox"/> Notarized Letter of Authorization From Valid Corporate Officer (if applicable) | <input checked="" type="checkbox"/> Description of Waste Storage/Processing Activities |
| <input checked="" type="checkbox"/> Proof of Connection to Public Water & Sewer Utility | <input checked="" type="checkbox"/> Operations Plan |
| <input checked="" type="checkbox"/> Zoning Determination from Applicable Zoning Authority | <input checked="" type="checkbox"/> Contingency / Emergency Plan |
| <input checked="" type="checkbox"/> Land Use Authorization from Property Owner (if applicable) | <input checked="" type="checkbox"/> Closure Plan |

NOTE: TWO COPIES OF THE ABOVE ITEMS MUST BE PROVIDED AS PART OF THE SUBMITTAL.

**MIAMI-DADE COUNTY
PROPERTY APPRAISER
REPORT**



OFFICE OF THE PROPERTY APPRAISER

Detailed Report

Generated On : 8/21/2020

Property Information

Folio:	34-2118-004-0016
Property Address:	5280 NW 165 ST Miami Gardens, FL 33014-6231
Owner	EIV 5280 LLC
Mailing Address	2875 NE 191 ST 800 AVENTURA, FL 33180 USA
PA Primary Zone	7300 INDUSTRIAL - HEAVY MFG
Primary Land Use	4236 HEAVY INDUSTRIAL : HEAVY IND OR LUMBER YARD
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	33,472 Sq.Ft
Lot Size	66,663 Sq.Ft
Year Built	1971



Taxable Value Information

	2020	2019	2018
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,473,000	\$2,473,000	\$1,900,000
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,473,000	\$2,473,000	\$1,900,000
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,473,000	\$2,473,000	\$1,900,000
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,473,000	\$2,473,000	\$1,900,000

Assessment Information

Year	2020	2019	2018
Land Value	\$1,066,608	\$1,066,608	\$866,619
Building Value	\$1,406,392	\$1,406,392	\$1,033,381
XF Value	\$0	\$0	\$0
Market Value	\$2,473,000	\$2,473,000	\$1,900,000
Assessed Value	\$2,473,000	\$2,473,000	\$1,900,000

Benefits Information

Benefit	Type	2020	2019	2018
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:



OFFICE OF THE PROPERTY APPRAISER

Generated On : 8/21/2020

Property Information

Folio: 34-2118-004-0016

Property Address: 5280 NW 165 ST

Roll Year 2020 Land, Building and Extra-Feature Details

Land Information

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	I-2	7300	Square Ft.	66,663.00	

Building Information

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	1	1971			31,320	
1	2	1971			2,152	

Extra Features

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Description	Year Built	Units	Calc Value
Chain-link Fence 6-7 ft high	1995	70	
Patio - Concrete Slab	1995	200	
Cent A/C - Comm (Aprox 300 sqft/Ton)	1982	50	
Cent A/C - Comm (Aprox 300 sqft/Ton)	1977	2.5	
Cent A/C - Comm (Aprox 300 sqft/Ton)	1971	12	
Height Factor - Wall Area Above 16 ft	1971	2,888	
Paving - Asphalt	1971	13,500	
Plumbing Fixtures - Warehouse	1971	20	
Sprinkler System/Auto - Wet	1971	33,335	

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:



OFFICE OF THE PROPERTY APPRAISER

Generated On : 8/21/2020

Property Information

Folio: 34-2118-004-0016

Property Address: 5280 NW 165 ST

Roll Year 2019 Land, Building and Extra-Feature Details

Land Information

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	I-2	7300	Square Ft.	66,663.00	

Building Information

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

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1	2	1971			2,152	

Extra Features

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Sprinkler System/Auto - Wet	1971	33,335	
Plumbing Fixtures - Warehouse	1971	20	
Height Factor - Wall Area Above 16 ft	1971	2,888	
Paving - Asphalt	1971	13,500	
Cent A/C - Comm (Aprox 300 sqft/Ton)	1971	12	

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OFFICE OF THE PROPERTY APPRAISER

Generated On : 8/21/2020

Property Information

Folio: 34-2118-004-0016

Property Address: 5280 NW 165 ST Miami Gardens, FL 33014-6231

Roll Year 2018 Land, Building and Extra-Feature Details

Land Information

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	I-2	7300	Square Ft.	66,663.00	

Building Information

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	1	1971			31,320	
1	2	1971			2,152	

Extra Features

The calculated values for this property have been overridden. Please refer to the Land, Building, and XF Values in the Assessment Section, in order to obtain the most accurate values.

Description	Year Built	Units	Calc Value
Chain-link Fence 6-7 ft high	1995	70	
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Cent A/C - Comm (Aprox 300 sqft/Ton)	1977	2.5	
Cent A/C - Comm (Aprox 300 sqft/Ton)	1971	12	
Paving - Asphalt	1971	13,500	
Height Factor - Wall Area Above 16 ft	1971	2,888	
Plumbing Fixtures - Warehouse	1971	20	
Sprinkler System/Auto - Wet	1971	33,335	

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OFFICE OF THE PROPERTY APPRAISER

Generated On : 8/21/2020

Property Information

Folio: 34-2118-004-0016

Property Address: 5280 NW 165 ST

Full Legal Description

PALMETTO LAKES IND PARK SEC 2

PB 87-6 /PARCEL 17/

E227FT OF W705.49FT OF N293.66FT

OF TR 1

LOT SIZE 66663 SQ FT

OR 13738-2654 0688 2

F/A/U 30-2118-004-0016

COC 23960-2699 11 2005 1

Sales Information

Previous Sale	Price	OR Book-Page	Qualification Description
07/05/2018	\$3,150,000	31057-0486	Qual by exam of deed
11/01/2005	\$2,309,568	23960-2699	Sales which are qualified
06/01/1988	\$5,606,200	13738-2654	Deeds that include more than one parcel

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**PROPERTY
LEASE AGREEMENT**

MULTI-TENANT INDUSTRIAL TRIPLE NET LEASE

This Multi-Tenant Industrial Triple Net Lease (this "**Lease**") is made and entered into as of August 7, 2020 (the "**Effective Date**"), by and between PP SUNSHINE OWNER LLC., a Delaware limited liability company ("**Landlord**") and JE TIRES, INC., a Florida corporation ("**Tenant**"). The following exhibits and attachments are incorporated into and made a part of this Lease: **Exhibit A** (Outline and Location of Premises), **Exhibit B** (Work Letter), **Exhibit C** (Prohibited Use), **Exhibit D** (Rules and Regulations), **Exhibit E** (Confirmation Letter, if required), **Exhibit F** (Requirements for Improvements or Alterations by Tenant), **Exhibit G** (Hazardous Materials Survey Form) and **Exhibit H** (Additional Provisions).

1. BASIC LEASE INFORMATION.

- 1.1 "**Building**" shall mean the industrial building located at 5280 NW 165th Street, Miami Gardens, Florida. "**Rentable Square Footage of the Building**" is deemed to be 33,500 square feet.
- 1.2 "**Premises**" shall mean the entire Building as shown on **Exhibit A** to this Lease. The Premises is located within the walls and below the ceiling within Building and such other areas as generally shown on **Exhibit A** to this Lease. The "**Rentable Square Footage of the Premises**" is deemed to be 33,500 square feet. Landlord and Tenant stipulate and agree that the Rentable Square Footage of the Building and the Rentable Square Footage of the Premises are correct.

Tenant shall be deemed to have accepted the Rentable Square Footage of the Premises as set forth in the preceding sentence unless, within twenty (20) days after the Commencement Date (as defined in Section 1.5 below), Tenant delivers to Landlord a written objection thereto. If Tenant timely objects to the Rentable Square Footage of the Premises, then, within thirty (30) days of the delivery of such objection notice, Tenant shall, at Tenant's sole cost and expense, cause the Premises to be remeasured by an independent licensed architect reasonably acceptable to both Landlord and Tenant that has neither worked for Landlord nor Tenant. Such architect shall certify to Landlord and Tenant, in writing, the number of Rentable Square Feet contained in the Premises. If such remeasurement deviates from the Rentable Square Footage of the Premises as set forth in the first sentence of this Section 1.2 by more than 500 Rentable Square Feet, then Landlord and Tenant shall promptly execute an amendment to this Lease which modifies the Rentable Square Feet of the Premises, the rent chart set forth in Section 1.3 below, the Allowance set forth in the Work Letter attached hereto as **Exhibit B**, and all other applicable provisions of this Lease to address the change in the Rentable Square Footage of the Premises. If the Rentable Square Footage of the Premises as set forth in this Section 1.2 and the remeasurement of the Premises as provided for herein are within 500 Rentable Square Feet of each other, then the Rentable Square Footage of the Premises as set forth in this Section 1.2 shall be deemed correct.

- 1.3 "**Base Rent**":

Period	Monthly Base Rent
Commencement Date – Last day of the 12 th full calendar month of the Term	\$18,145.83
First day of the 13 th full calendar month of the Term - Last day of the 24 th full calendar month of the Term	\$18,690.20
First day of the 25 th full calendar month of the Term - Last day of the 36 th full calendar month of the Term	\$19,250.91
First day of the 37 th full calendar month of the Term - Last day of the 48 th full calendar month of the Term	\$19,828.44
First day of the 49 th full calendar month of the Term - Last day of the 60 th full calendar month of the Term	\$20,423.29
First day of the 61 st full calendar month of the Term - Termination Date	\$21,035.99

Note: Provided that no Event of Default exists under this Lease, the Base Rent for the first 4 full calendar months of the Term shall be abated. If, at any time, Tenant commits an Event of Default under this Lease, then the full amount of such abated Base Rent shall immediately become due and payable to Landlord as additional rent under this Lease. If Tenant fails to timely pay to Landlord such abated Base Rent, then Landlord shall be entitled to all rights and remedies available to Landlord under this Lease and at law and in equity. Tenant's payment of such abated Base Rent pursuant to this paragraph shall not, in any way, limit the rights and remedies available to Landlord under the Lease and at law and in equity as to an Event of Default.

- 1.4 **"Tenant's Share":** 100%.
- 1.5 **"Term":** The period commencing on the date that is 30 days after the Effective Date (the **"Commencement Date"**) and, unless terminated earlier in accordance with this Lease, ending on the last day of the calendar month which is 64 full calendar months after the Commencement Date (the **"Termination Date"**).
- 1.6 **Allowance(s):** an amount not to exceed \$66,944.00, as further described in the attached **Exhibit B**.
- 1.7 **"Security Deposit":** \$25,717.00, as more fully described in Section 5.
- 1.8 **"Guarantor(s)":** N/A.
- 1.9 **"Broker(s)":** Industrial Group Realty, Inc. (**"Tenant's Broker"**), which represented Tenant in connection with this transaction, and Industrial Group Realty, Inc. (**"Landlord's Broker"**), which represented Landlord in connection with this transaction.
- 1.10 **"Lease Year":** Each twelve (12) month period during the Term commencing on the Commencement Date.

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1.11 **"Permitted Use"**: Warehouse and distribution of new and used tires, together with the ancillary retail sale of new and used tires and office uses, subject to Section 2.2 below.

1.12 **"Notice Address(es)"**:

Landlord:

PP Sunshine Owner LLC
c/o Link Industrial Properties
222 South Riverside Plaza, Suite 2000
Chicago, Illinois 60606
Attention: VP – Asset Management

Tenant:

Prior to the Commencement Date:

JE Tires, Inc.
3690 NW 62nd Street
Miami, Florida 33147

With copies of any notices to Landlord shall be sent to:

PP Sunshine Owner LLC
90 Park Avenue, 32nd Floor
New York, NY 1006
Attn: General Counsel

From and after the Commencement Date:

JE Tires, Inc.
5280 NW 165th Street
Miami Gardens, Florida 33014

and

PP Sunshine Owner LLC
602 W Office Center Dr, Suite 200
Fort Washington, PA 19034
Attn: Lease Administration
Email: leaseadministration@gptreit.com

1.13 **"Property"** means the Building and the parcel(s) of land on which it is located (the **"Land"**) and, at Landlord's discretion, the parking facilities and other improvements, if any, serving the Building and the parcel(s) of Land on which they are located.

1.14 **"Project"** means the buildings, including the Building located within Miami Gardens.

1.15 **"Landlord Work"** means the work, if any, that Landlord is obligated to perform in the Premises pursuant to a separate agreement (the **"Work Letter"**), if any, attached to this Lease as **Exhibit B**.

1.16 **"Landlord's Payment Address"**

PP Sunshine Owner LLC
PO Box 208247
Dallas, TX 75320-8247

Wells Fargo
ACH/Wire ABA #: 121000248
Acct #: 4200301943
Beneficiary: PP Sunshine Owner LLC

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2. **PREMISES/USE.**

- 2.1 **Premises.** Landlord hereby leases to Tenant the Premises, but excluding the Common Area (as herein defined) and any other portion of the Building, the Land, Property and/or the Project. Tenant (i) accepts the Premises "AS-IS," except as may be expressly set forth in the Work Letter, (ii) acknowledges that the Premises are acceptable for Tenant's use and that neither Landlord nor any broker or agent has made, or shall be deemed to have made, any representations or warranties in connection with the Premises or their fitness for Tenant's use or compliance with Applicable Laws (as herein defined) and (iii) waives all claims of defect in the Premises and any implied warranty that the Premises are suitable for Tenant's intended purposes. Tenant hereby acknowledges that the area of the Premises set forth in the Basic Lease Information is approximate only, and Tenant accepts and agrees to be bound by such figure for all purposes in this Lease.
- 2.2 **Use.** The Premises shall be used only for the Permitted Use and for no other uses without Landlord's written consent. Tenant's use of the Premises shall be in compliance with and subject to all applicable laws, statutes, codes, ordinances, orders, zoning, rules, regulations, conditions of approval and requirements of all federal, state, county, municipal and governmental authorities and all administrative or judicial orders or decrees and all permits, licenses, approvals and other entitlements issued by governmental entities, and rules of common law, relating to or affecting the Property, the Premises or the Building or the use or operation thereof, whether now existing or hereafter enacted, including, without limitation, the Americans with Disabilities Act of 1990, 42 USC 12111 et seq. (the "ADA") as the same may be amended from time to time, all Environmental Laws (as defined in Section 15.1), and any covenants, conditions and restrictions encumbering the Land, Property and/or the Project ("CC&Rs") or any supplement thereto recorded in any official or public records with respect to the Property and/or the Project or any portion thereof (collectively, "**Applicable Laws**"). Tenant shall be responsible for obtaining any permit, business license, or other permits or licenses required by any governmental agency permitting Tenant's use or occupancy of the Premises and for performing, at Tenant's sole cost, all modifications or additions to the Premises or the Common Areas in order to be in ADA compliance. Notwithstanding anything to the contrary contained herein, Landlord shall have no obligation to bring the Premises or Common Areas into compliance with ADA. In no event shall the Premises be used for any Prohibited Use (as defined in **Exhibit C**). Tenant shall comply with the rules and regulations attached hereto as **Exhibit D**, together with such additional rules and regulations as Landlord may from time to time prescribe ("**Rules and Regulations**"). Tenant shall not commit waste, overload the floors or structure of the Building, subject the Premises, the Building, the Common Area, Property or the Project to any use which would damage the same or increase the risk of loss or violate any insurance coverage, permit any unreasonable odors, smoke, dust, gas, substances, noise or vibrations to emanate from the Premises, take any action which would constitute a nuisance or would disturb, obstruct or endanger any other tenants, take any action which would abrogate any warranties, use or allow the Premises to be used for any unlawful purpose or conduct, or permit to be conducted, any auction upon the Premises.

3. **ADJUSTMENT OF COMMENCEMENT DATE; POSSESSION.**

- 3.1 **Commencement Date.** Tenant shall execute and return (or, by notice to Landlord, reasonably object to) a notice substantially in the form of **Exhibit E**, as a confirmation of the information set forth therein within thirty (30) days after receiving it from Landlord,

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and if Tenant fails to do so, Tenant shall be deemed to have executed and returned it without exception.

- 3.2 **Possession.** Landlord shall not be liable for a failure to deliver possession of the Premises or any other space including as a result of the holdover or unlawful possession of such space by another party, provided, however, Landlord shall use reasonable efforts to obtain possession of any such space. In such event, the Commencement Date for the Premises, or the commencement date for such other space, as applicable, shall be postponed until the date Landlord delivers possession of such space to Tenant free from occupancy by any party. Except as otherwise provided in this Lease, Tenant shall not be permitted to take possession of or enter the Premises prior to the Commencement Date without Landlord's approval. If Tenant takes possession of or enters the Premises before the Commencement Date, Tenant shall be subject to the terms and conditions of this Lease; provided, however, except for the cost of services requested by Tenant (e.g. electricity or HVAC service), Tenant shall not be required to pay Rent for any entry or possession before the Commencement Date during which Tenant, with Landlord's approval, has entered, or is in possession of, the Premises for the sole purpose of performing improvements or installing furniture, equipment or other personal property.

4. **RENT.** Tenant shall pay to Landlord the Base Rent, Real Property Taxes (as herein defined) and Operating Expenses (as herein defined), without notice, demand, offset or deduction, in advance, on the first day of each calendar month. All Rent and payments required to be paid by Tenant to Landlord shall be made by Tenant payable to the entity and sent to the address Landlord designates and shall be made by good and sufficient check payable in United States of America currency or by other means acceptable to Landlord or by Electronic Fund Transfer of immediately available federal funds before 11:00 a.m. Eastern Time. Upon the execution of this Lease, Tenant shall pay to Landlord the first month's Base Rent, the Security Deposit, and the first monthly installment of estimated Operating Expenses. If the Term commences (or ends) on a date other than the first (or last) day of a month, Base Rent shall be prorated on the basis of a thirty (30) day month. All sums other than Base Rent which Tenant is obligated to pay under this Lease shall be deemed to be additional rent due hereunder ("**Additional Rent**"), whether or not such sums are designated Additional Rent. The term "**Rent**" means the Base Rent and all Additional Rent payable hereunder. The obligation of Tenant to pay Base Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. Tenant shall have no right at any time to abate, reduce, or set-off any rent due hereunder except as may be expressly provided in this Lease. If Tenant is delinquent in any monthly installment of Base Rent or Additional Rent for more than five (5) days, Tenant shall pay to Landlord on demand a late charge equal to eight percent (8%) of such delinquent sum and such delinquent sum shall also bear interest from the date such amount was due until paid in full at the lesser of (i) ten percent (10%); or (ii) at the maximum rate permitted by law ("**Applicable Interest Rate**"). The provision for such late charge shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as a penalty.

5. **SECURITY DEPOSIT.** Upon the execution of this Lease, Tenant shall pay to Landlord the Security Deposit. The Security Deposit shall be held by Landlord as security for the full and faithful performance of each provision of this Lease to be performed by Tenant. The Security Deposit is not an advance rental deposit or a measure of Landlord's damages in the case of an Event of Default by Tenant. If Tenant breaches any provision hereof, Landlord may, at its option, without limiting its remedies and without notice to Tenant, apply all or part of the Security Deposit to cure such breach and compensate Landlord for any loss or damage caused by such breach. Tenant shall pay Landlord on demand the amount that will restore the Security Deposit to its original amount. No interest shall accrue on the Security Deposit and Landlord is not required to keep the Security Deposit separate from Landlord's own funds. The Security Deposit shall be the property of Landlord, but shall be paid to Tenant within a

reasonable period of time after Tenant's obligations under this Lease have been completely fulfilled. Landlord shall be released from any obligation with respect to the Security Deposit upon transfer of this Lease and the Premises to a person or entity assuming Landlord's obligations under this Section.

6. **UTILITIES.**

6.1 **Utilities.** Tenant shall pay all charges for heat, water, gas, electricity, telephone and any other utilities and services used on or provided to the Premises. In the event the Premises is not separately metered, Tenant shall have the option, subject to Landlord's prior written consent and the terms of this Lease, to cause the Premises to be separately metered at Tenant's cost and expense. If Tenant does not elect to cause the Premises to be separately metered, Tenant shall pay a reasonable proration of utilities, as determined by Landlord.

6.2 **Interruption of Utilities.** Landlord shall have no liability to Tenant for any interruption in utilities or services to be provided to the Premises when such failure is caused by all or any of the following: (a) accident, casualty, breakage or repairs; (b) strikes, lockouts or other labor disturbances or labor disputes of any such character; (c) governmental regulation, moratorium or other governmental action; (d) inability, despite the exercise of reasonable diligence, to obtain electricity, water or fuel; (e) service interruptions or any other unavailability of utilities resulting from causes beyond Landlord's control including without limitation, any electrical power "brown-out" or "black-out"; (f) act or default by Tenant or other party; or (g) any other cause beyond Landlord's reasonable control. In addition, in the event of any such interruption in utilities or services, Tenant shall not be entitled to any abatement or reduction of Rent (except as expressly provided in Section 16 and Section 17 if such failure is a result of any casualty damage or Taking described therein), no eviction of Tenant shall result, and Tenant shall not be relieved from the performance of any covenant or agreement in this Lease. In the event of any stoppage or interruption of services or utilities which are not obtained directly by Tenant, Landlord shall diligently attempt to resume such services or utilities as promptly as practicable. Tenant hereby waives the provisions of any applicable existing or future law, ordinance or governmental regulation concerning constructive eviction or permitting the termination of this Lease due to an interruption, failure or inability to provide any services.

7. **TAXES.** Tenant shall pay to Landlord Tenant's Share of all Real Property Taxes (as herein defined) for each full or partial calendar year during the Term in accordance with the terms and provisions of Section 8 and Section 9 below. "**Real Property Taxes**" shall mean (a) all taxes, assessments, supplementary taxes, possessory interest taxes, exactions or charges and other governmental charges which are assessed, levied, charged, conferred or imposed by any public authority upon the Land, the Building, the Property, the Project or any other improvements located on the Land, the Building, the Property, or the Project, all capital levies, franchise taxes, any excise, use, margin, transaction, sales or privilege taxes, assessments, levies or charges and other taxes assessed or imposed on Landlord upon the rents payable to Landlord under this Lease (excluding net income taxes imposed on Landlord unless such net income taxes are in substitution for any Real Property Taxes payable hereunder), including but not limited to, gross receipts taxes, assessments for special improvement districts and building improvement districts, governmental charges, fees and assessments for police, fire, traffic mitigation or other governmental service of purported benefit to the Land, Building, Property, Project or Premises, taxes and assessments levied in substitution or supplementation in whole or in part of any such taxes and assessments and the share of the Land, Building, Property, Project and Premises of any real estate taxes and assessments under any reciprocal easement agreement, common area agreement or similar agreement as to the Land, Building, Property, Project or Premises; (b) all personal property taxes for property that is

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owned by Landlord and used in connection with the operation, maintenance and repair of the Land, Building, Property, Project or Premises; and (c) all costs and fees incurred in connection with seeking reductions in any tax liabilities described in (a) and (b), including, without limitation, any costs incurred by Landlord for compliance, review and appeal of tax liabilities. Prior to delinquency, Tenant shall pay all taxes and assessments levied upon trade fixtures, alterations, additions, improvements, inventories and other personal property located and/or installed on the Premises by Tenant; and, upon request, Tenant shall provide Landlord copies of receipts for payment of all such taxes and assessments. To the extent any such taxes are not separately assessed or billed to Tenant, Tenant shall pay the amount thereof as invoiced by Landlord. Landlord may, but is not obligated to, contest by appropriate legal proceedings the amount, validity, or application of any Real Property Taxes or liens thereof.

8. OPERATING EXPENSES.

8.1 **Operating Expenses.** Tenant shall pay to Landlord Tenant's Share of Operating Expenses for each full or partial calendar year during the Term, as provided in Section 9 below. It is intended that this Lease be a "triple net lease," and that the Rent to be paid hereunder by Tenant will be received by Landlord without any deduction or offset whatsoever by Tenant, foreseeable or unforeseeable, except as expressly set forth in this Lease. Except as expressly provided to the contrary in this Lease, Landlord shall not be required to make any expenditure, incur any obligation, or incur any liability of any kind whatsoever in connection with this Lease or the ownership, construction, maintenance, operation or repair of the Premises, Property or the Project. To the extent the Building shares certain items or services with other buildings, Landlord shall reasonably allocate items or services between such buildings and/or users.

8.2 **Definition of Operating Expenses.** "Operating Expenses" means the total costs and expenses incurred by Landlord in the ownership, operation, maintenance, repair, replacement and management of the Building, the Land, the Building Common Area, the Project and/or the Project Common Area, including, but not limited to: (1) repair, replacement, maintenance, utility costs and landscaping of the Building Common Area and Project Common Area, including, but not limited to, any and all costs of maintenance, repair and replacement of all parking areas (including bumpers, sweeping, striping and slurry coating), common driveways, loading and unloading areas, trash areas, outdoor lighting, sidewalks, walkways, landscaping (including tree trimming), irrigation systems, fences and gates and other costs which are allocable to the Building, the Building Common Area, the Land, the Project and/or the Project Common Area; (2) non-structural maintenance and repair of the roof (and roof membrane), skylights and exterior walls of the Premises (including exterior painting); (3) the costs relating to the insurance maintained by Landlord as described in Section 11.1 below, including, without limitation, Landlord's cost of any deductible or self-insurance retention; (4) costs under maintenance contracts for, and the repair and replacement of, the elevators, if any, and all heating, ventilation and air-conditioning (HVAC) systems, but only to the extent maintained by Landlord or to the extent used in common with other occupants of the Building or Project or otherwise serving any Common Area; (5) maintenance, repair, replacement, monitoring and operation costs of all mechanical, electrical and plumbing systems, but only to the extent maintained by Landlord or to the extent used in common with other occupants of the Building or Project or otherwise serving any Common Area; (6) maintenance, repair, replacement, monitoring and operation costs of the fire/life safety and sprinkler system (to the extent Landlord is obligated to do so pursuant to Section 12.2); (7) trash collection and snow removal costs; (8) costs of capital improvements or capital replacements (excluding the roof structure) made to or capital

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assets acquired for the Building, the Project, or the Land after the Commencement Date that are intended to reduce Operating Expenses or are reasonably necessary for the health and safety of the occupants of the Building or the Project or are required under any governmental law or regulation, which capital costs, or an allocable portion thereof, shall be amortized over the period determined by Landlord, together with interest on the unamortized balance at ten percent (10%); (9) commercially reasonable reserves set aside for maintenance and repair; (10) any other costs incurred by Landlord related to the Building, the Land and/or the Project including, but not limited to, paving, parking areas, roads, driveways, alleys, mowing, landscape, heating and ventilation; (11) assessments, association fees and all other costs assessed or charged under the CC&Rs, if any, that are attributable to the Land, the Building and/or the Project in connection with any property owners or maintenance association or operator; and (12) a management fee, not to exceed 3% of gross receipts from leases at the Building and/or the Project, for the management of this Lease, the Premises, the Building, the Land and/or the Project including the cost of those services which are customarily performed by a property management services company, whether performed by Landlord or by an affiliate of Landlord or through an outside management company or any combination of the foregoing. Operating Expenses shall not include (i) replacement of or structural repairs to the roof structure or the exterior walls; (ii) repairs to the extent covered by insurance proceeds that are actually received by Landlord, or paid by Tenant or other third parties; (iii) alterations solely attributable to tenants of the Project other than Tenant; (iv) marketing expenses; and (v) any cost or expense associated with compliance with any laws, ordinances, rules or regulations regarding any condition existing in the Building or on the Land or in the Project if such condition existed prior to the Commencement Date.

- 8.3 **Gross Up.** If the Project is less than ninety-five percent (95%) occupied during any calendar year, the variable components of Operating Expenses as determined by Landlord shall be calculated as if the Project had been 95% occupied for the full calendar year. Any Operating Expenses or Real Property Taxes that are specifically attributable to the Building or to any other building in the Project or to the operation, repair and maintenance thereof, may be allocated entirely to the Building or to such other building. However, any Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, may be equitably allocated by Landlord to all buildings in the Project.

9. **ESTIMATED EXPENSES.**

- 9.1 **Payment.** "Estimated Expenses" for any particular year shall mean Landlord's estimate of Operating Expenses and Real Property Taxes for a calendar year. Tenant shall pay Tenant's Share of the Estimated Expenses with installments of Base Rent in monthly installments of one-twelfth (1/12th) thereof on the first day of each calendar month during such year. If at any time Landlord determines that Operating Expenses and/or Real Property Taxes are projected to vary from the then Estimated Expenses, Landlord may, by notice to Tenant, revise such Estimated Expenses, and Tenant's monthly installments for the remainder of such year shall be adjusted so that by the end of such calendar year Tenant has paid to Landlord Tenant's Share of the revised Estimated Expenses for such year.
- 9.2 **Adjustment.** "Operating Expenses and Real Property Taxes Adjustment" (or "Adjustment") shall mean the difference between Tenant's Share of Estimated Expenses,

on the one hand, and Tenant's Share of Operating Expenses and Real Property Taxes, collectively, on the other hand, for any calendar year. Promptly after the end of each calendar year, Landlord shall deliver to Tenant a statement of Tenant's Share of Operating Expenses for such calendar year, accompanied by a computation of the Adjustment. If Tenant's payments are less than Tenant's Share, then Tenant shall pay the difference within twenty (20) days after receipt of such statement. Tenant's obligation to pay such amount shall survive the expiration or termination of this Lease. If Tenant's payments exceed Tenant's Share, then so long as an Event of Default by Tenant has not occurred Landlord shall credit such excess amount to future installments of Tenant's Share for the next calendar year (or pay to Tenant such excess in the event the Term has expired). If an Event of Default by Tenant occurs, Landlord may, but shall not be required to, credit such amount to Rent arrearages.

10. **INDEMNITY AND WAIVER OF CLAIMS.**

10.1 **Indemnity.** Tenant shall indemnify, protect, defend (by counsel acceptable to Landlord) and hold harmless Landlord and Landlord's affiliated entities, and each of their respective trustees, members, managers, principals, beneficiaries, partners, directors, officers, employees, shareholders, Mortgagees, agents, contractors, successors and assigns (individually and collectively, "Indemnitees") from and against any and all claims, judgments, causes of action, damages, obligations, penalties, fines, taxes, costs, liens, liabilities, losses, charges and expenses, including without limitation all attorneys' fees and other professional fees (collectively referred to as "Losses") which may be imposed upon, incurred by or asserted against Landlord or any of the Indemnitees at any time during or after the Term by any third party and arising out of or in connection with (1) any Event of Default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or (2) any damages or injury occurring in the Premises, Tenant's use of the Premises, any acts or omissions (including violations of Applicable Laws) of Tenant or any Tenant Party, the conduct of Tenant's business, or any activity, work or things done, permitted or suffered by Tenant or any Tenant Party in or about the Premises, the Building, the Common Area, the Property or other portions of the Project, except to the extent caused by Landlord's gross negligence or willful misconduct. Landlord reserves the right to retain counsel for its defense, in which case Tenant shall be responsible for the costs of such defense. The obligations of Tenant under this Section 10 shall survive the termination of this Lease with respect to any claims or liability arising prior to such termination.

10.2 **Waiver of Claims.** Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of illness or injury to persons in, upon or about the Premises, the Building, the Land, the Common Area or other portions of the Property or Project arising from any cause and all risk of damage to property including, but not limited to, Tenant's Property and all Alterations in, upon or about the Premises, the Building, the Land, the Common Area or other portions of the Property arising from any cause and Tenant hereby expressly releases Landlord and the Indemnities and waives all claims in respect thereof against Landlord and the Indemnities; provided, however, subject to Section 11.3.5, the foregoing release and waiver shall not apply to the extent such claims are caused by Landlord's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Landlord shall not be liable for any damages arising from any act or neglect of any contractor or other tenant, if any, of the Building or the Project or Landlord's failure to enforce the terms of any agreements with parties other than Tenant.

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11. **INSURANCE.**

11.1 **Landlord.** Landlord shall maintain insurance through individual or blanket policies insuring the Building against fire and extended coverage (including, if Landlord elects, "all risk" or "special cause of loss form" coverage, earthquake/volcanic action, flood and/or surface water insurance) for the full replacement cost of the Building, with deductibles in the form and endorsements of such coverage as selected by Landlord, together with business interruption insurance against loss of Rent in an amount equal to the amount of Rent for a period of at least twelve (12) months commencing on the date of loss. Landlord may also carry such other insurance as Landlord may deem prudent or advisable, including, without limitation, liability insurance in such amounts and on such terms as Landlord shall determine. Tenant shall pay to Landlord, as a portion of the Operating Expenses, the costs of the insurance coverages described herein, including, without limitation, Landlord's cost of any self-insurance deductible or retention.

11.2 **Tenant.** Tenant shall, at Tenant's expense, obtain and keep in force at all times the following insurance (and any other commercially reasonable form(s) of insurance Landlord may reasonably require from time to time) in the following coverage amounts, which coverage amounts Landlord may reasonably increase from time to time upon reasonable advance written notice to Tenant in the event Tenant's operations change or Landlord otherwise reasonably determines that such coverage amounts are inadequate under the circumstances:

11.2.1 **Commercial General Liability Insurance (Occurrence Form).** A policy of commercial general liability insurance ("CGL Policy") (occurrence form) having a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate per location (if Tenant has multiple locations) (and not more than Twenty-Five Thousand Dollars (\$25,000.00) self-insured retention/deductible), providing coverage for defense costs outside of the policy limits and including coverage for, among other things, bodily injury, personal injury, property damages arising out of Tenant's operating and contractual liabilities, including coverage formerly known as broad form, blanket contractual liability for both oral and written contracts, premises and operations, products/completed operations, owners and contractors protective, personal and advertising injury, and with an "Additional Insured-Managers or Lessors of Premises Endorsement" and containing the "Amendment of the Pollution Exclusion Endorsement" for damage caused by heat, smoke or fumes from a hostile fire. The CGL Policy shall delete the exclusion for operations within fifty (50) feet of a railroad track (railroad protective liability), if applicable, and if applicable, and, if necessary, Tenant shall provide for restoration of the aggregate limit. The CGL Policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Tenant's indemnity obligations under this Lease;

11.2.2 **Automobile Liability Insurance.** Business automobile liability insurance having a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and insuring Tenant against liability for claims arising out of ownership, maintenance, or use of any owned, hired or non-owned automobiles;

- 11.2.3 Workers' Compensation and Employer's Liability Insurance. Workers' compensation insurance having limits not less than those required by applicable state and federal statute, and covering all persons employed by Tenant, including volunteers, in the conduct of its operations on the Premises, together with employer's liability insurance coverage in the amount of at least One Million Dollars (\$1,000,000.00) each accident for bodily injury by accident; One Million Dollars (\$1,000,000.00) each employee for bodily injury by disease; and One Million Dollars (\$1,000,000.00) policy limit for bodily injury by disease;
- 11.2.4 Property Insurance. "All risk" or "special cause of loss form" property insurance including coverage for vandalism, malicious mischief, sprinkler leakage and, if applicable, boiler and machinery comprehensive form, insuring (1) Tenant's fixtures, furniture, equipment (including electronic data processing equipment, if applicable), merchandise, inventory, and all other personal property and other contents contained within the Premises (collectively "**Tenant's Property**") and (2) the Alterations (as hereinafter defined) in an amount equal to the then applicable full replacement cost thereof. Landlord shall be designated as a loss payee with respect to Tenant's property insurance on any Alterations. The foregoing property insurance shall include warehouse's legal liability or bailee customers insurance for the full replacement cost of the property belonging to invitees and located in the Premises, if the property of Tenant's invitees is to be kept in the Premises;
- 11.2.5 Business Interruption. Loss of income and extra expense insurance in amounts as will reimburse Tenant for direct or indirect loss of earnings for a period of not less than twelve (12) months, attributable to all perils included in the "all risk" or "special cause of loss form" property insurance policy required in Section 11.2.4 above or attributable to prevention of access to the Premises as a result of such perils; and
- 11.2.6 Environmental Insurance. If required by Landlord because of special environmental concerns regarding Tenant's operations, Pollution Legal Liability Insurance and/or Environmental Impairment Insurance covering claims for damage or injury caused by hazardous materials, including, without limitation, bodily injury, wrongful death, property damage, including loss of use, removal, cleanup and restoration or work and material necessary to return the Premises and any other property of whatever nature located on the Premises to their condition existing prior to the appearance of Tenant's hazardous materials on the Premises. If such coverage is required, Landlord shall determine limits of liability.
- 11.2.7 Umbrella/Excess Insurance. An umbrella liability policy or excess liability policy having a limit of not less than Five Million Dollars (\$5,000,000.00), which policy shall be in "following form" and shall provide that if the underlying aggregate is exhausted, the excess coverage will drop down as primary insurance. Such umbrella liability policy or excess liability policy shall include coverage for additional insureds.

11.3 **General.**

- 11.3.1 Insurance Companies. Insurance required to be maintained by Tenant shall be written by companies licensed to do business in the state in which the Premises are located and having a "Financial Strength Rating" of at least "A-VIII" (or such higher rating as may be required by a Mortgagee [as herein defined] having a lien on the Premises) as determined by A.M. Best Company.
- 11.3.2 Certificates of Insurance. Tenant shall deliver to Landlord certificates of insurance for all insurance required to be maintained by Tenant in the form of ACORD 28 (Evidence of Commercial Property Insurance) and ACORD 25-S (Certificate of Liability Insurance) (or in a form acceptable to Landlord in its reasonable discretion), no later than seven (7) days after the Effective Date of this Lease (but in any event prior to any entry onto the Premises by Tenant or any employee, agent or contractor of Tenant). Upon request, Tenant shall also provide to Landlord a true, correct and complete copy of the actual insurance policy for all insurance required to be maintained by Tenant hereof. Tenant shall, at least ten (10) days prior to expiration of any required coverage, furnish Landlord with certificates of renewal or "binders" thereof. Acceptance by Landlord of delivery of any certificates of insurance does not constitute approval or agreement by Landlord that the insurance requirements in Section 11.2 have been met, and failure of Landlord to demand such evidence of full compliance with these insurance requirements or failure of Landlord to identify a deficiency from evidence provided will not be construed as a waiver of Tenant's obligation to maintain such insurance. If Tenant fails to maintain any insurance required in this Lease, Tenant shall be liable for all losses and costs suffered or incurred by Landlord (including litigation costs and attorneys' fees and expenses) resulting from said failure. If Tenant fails to deliver any certificate or renewal to Landlord required under this Lease within the prescribed time period or if any such policy is canceled or modified during the Term without Landlord's prior written consent, Landlord may obtain such insurance for the exclusive benefit of Landlord, in which case Tenant shall reimburse Landlord for the cost of such insurance within 15 days after receipt of a statement that indicates the cost of such insurance.
- 11.3.3 Additional Insureds; Primary Coverage. Landlord, Landlord's Mortgagee, if any, any property management company of Landlord for the Premises, and any other party designated by Landlord shall be named as additional insureds ("**Additional Insureds**") under Insurance Services Office ("ISO") endorsement CG 201011 85 under all of the policies required by Sections 11.2.1, 11.2.2, 11.2.6 and 11.2.7, and such endorsement shall be included with the certificates to be provided to Landlord pursuant to Section 11.3.2 above. The policies carried or required to be carried by Tenant pursuant to Sections 11.2.1, 11.2.2, 11.2.6 and 11.2.7 shall provide for severability of interest and shall be primary as respects the Additional Insureds, and any insurance maintained by the Additional Insureds shall be excess and non-contributing. Landlord is to be insured as its interests may appear and is to be designated as a loss payee on the insurance required to be maintained by Tenant pursuant to Section 11.2.4.
- 11.3.4 Limits of Insurance. The limits and types of insurance maintained by Tenant shall not limit Tenant's liability under this Lease, except as expressly provided in Section 11.3.5 below.

- 11.3.5 Mutual Waiver of Subrogation. Each party waives, and shall cause its insurance carrier to waive, any right of recovery against the other for any loss of or damage to property which loss or damage is (or, if the insurance required hereunder had been carried, would have been) covered by insurance. For purposes of this Section 11.3.5, any deductible with respect to a party's insurance shall be deemed covered by, and recoverable by such party under, valid and collectable policies of insurance.
- 11.3.6 Notification of Incidents. Tenant shall notify Landlord within twenty-four (24) hours after the occurrence of any accidents or incidents in the Premises, the Building, Common Areas, Property or the Project which could give rise to a claim under any of the insurance policies required under this Section 11.

12. REPAIRS AND MAINTENANCE.

- 12.1 **Tenant Obligations.** Except as otherwise expressly provided in Section 12.2, Tenant, at Tenant's sole cost and expense, shall keep and maintain the interior and exterior of the Premises in good, clean and safe order, condition and repair, including replacement (as necessary), including, without limitation, the following: loading docks, roll up doors and ramps; floors, subfloors and floor coverings; walls and wall coverings (excluding painting of exterior walls); doors, locks and other locking devices, windows, glass and plate glass; ceilings, skylights, and lighting systems; all plumbing, electrical and mechanical equipment and systems inside or exclusively serving the Premises; all heating, ventilating and air conditioning equipment and systems inside or exclusively serving the Premises (subject to Landlord's rights described below); and wiring, appliances and devices using or containing refrigerants, or otherwise attached to or part of Tenant's trade-fixtures and/or equipment. Tenant shall enter into a regularly scheduled preventive maintenance/service contract ("**Service Contract**") with a maintenance contractor reasonably acceptable to Landlord for servicing all heating ventilation, and air conditioning systems and equipment inside or exclusively serving the Premises (collectively, the "**HVAC System**"). Tenant shall deliver full and complete copies of the Service Contract (and any other service contracts entered into by Tenant) to Landlord within one hundred twenty (120) days after the Commencement Date. Notwithstanding the foregoing, Landlord may elect to maintain the Service Contract respecting the HVAC System, in which case Tenant shall reimburse Landlord within thirty (30) days after Landlord's demand for the cost of the Service Contract and shall promptly undertake and complete the repairs and/or replacements recommended by such maintenance contractor during the Term of this Lease. All repairs and replacements by Tenant shall be made and performed: (1) at Tenant's cost and expense, (2) by certified contractors or mechanics reasonably approved by Landlord, (3) so that same shall be at least equal in quality, value and utility to the original work or installation, (4) in a manner and using equipment and materials that will not interfere with or impair the operations, use or occupation of the Building or any of the mechanical, electrical, plumbing or other systems in the Building, Property or the Project, and (5) in accordance with the Rules and Regulations and all Applicable Laws. In the event Tenant fails, in the reasonable judgment of Landlord, to maintain the Premises in accordance with the obligations under this Lease, which failure continues at the end of fifteen (15) days following Tenant's receipt of written notice from Landlord stating the nature of the failure, or in the case of an emergency immediately without prior notice, Landlord shall have the right to enter the Premises and perform such maintenance, repairs or refurbishing at Tenant's sole cost and expense (including a sum

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for overhead to Landlord equal to ten percent (10%) of the costs of maintenance, repairs or refurbishing).

- 12.2 **Landlord Obligations.** Landlord shall repair damage to structural portions of the roof, foundation and load-bearing portions of walls (excluding wall coverings, painting, glass and doors) of the Building; provided, (a) if such damage is caused by an act or omission of Tenant, or any Tenant Party, then such repairs shall be at Tenant's sole expense and (b) Landlord shall not be required to make any repair resulting from (1) any alteration or modification to the Building or to mechanical equipment within the Building performed by, for or because of Tenant or to special equipment or systems installed by, for or because of Tenant, (2) the installation, moving, use or operation of Tenant's Property, (3) Tenant's use or occupancy of the Premises in violation of Section 15 of this Lease, (4) fire and other casualty, except as provided by Section 16 of this Lease, or (5) condemnation, except as provided in Section 17 of this Lease. There shall be no abatement of Rent during the performance of such work. Landlord shall not be liable to Tenant for injury or damage that may result from any defect in the construction or condition of the Premises, nor for any damage that may result from interruption of Tenant's use of the Premises during any repairs by Landlord. Tenant waives any right to repair the Premises, the Building, the Project and/or the Common Area at the expense of Landlord under any Applicable Laws.

13. **ALTERATIONS.**

- 13.1 **Trade Fixtures; Alterations.** Subject to limitations set forth in this Lease, Tenant may install necessary trade fixtures, equipment and furniture in the Premises, provided that all alterations are done in compliance with **Exhibit F** and such items are installed and are removable without structural or material damage to the Premises, or the Building. Tenant shall not construct, nor allow to be constructed, any alterations or physical additions in, about or to the Premises without obtaining the prior written consent of Landlord, which consent shall be conditioned upon Tenant's compliance with the provisions of **Exhibit F** and any other applicable requirements of Landlord regarding construction of improvements and alterations. If Landlord does not respond to a written request from Tenant made in accordance with **Exhibit F** within ten (10) business days, then Landlord shall be deemed to disapprove such request. If requested by Landlord, Tenant shall file a notice of completion after completion of such work and provide Landlord with a copy thereof.
- 13.2 **Damage; Removal.** Upon the expiration or earlier termination of this Lease, Tenant shall remove any or all trade fixtures, alterations, additions, improvements and partitions ("**Alteration(s)**") made or installed by or for the benefit of Tenant and repair all damage caused by the installation or removal thereof; provided, however, Landlord may require Tenant to have all or any portion of such items designated by Landlord to remain at the Premises, in which event they shall be and become the property of Landlord upon the expiration or earlier termination of this Lease. All such removals and restoration shall be accomplished in a good and workmanlike manner and so as not to cause any damage to the Premises, the Building, the Common Area, the Property or the Project whatsoever.
- 13.3 **Liens.** Tenant shall promptly pay and discharge all claims for labor performed, supplies furnished and services rendered at the request of Tenant and shall keep the Premises free of all mechanics' and materialmen's liens in connection therewith. Tenant shall provide at least ten (10) days prior written notice to Landlord before any labor is performed,

supplies furnished or services rendered on or at the Premises and Landlord shall have the right to post on the Premises notices of non-responsibility. Tenant acknowledges that it has no power to encumber Landlord's interest in the Project, the Building or the Premises, and agrees that all parties performing work or providing materials to Tenant or the Premises on Tenant's behalf must look solely to Tenant's interest in this Lease to satisfy any construction claims.

14. **LANDLORD'S RIGHTS.** Landlord reserves the right to enter the Premises upon reasonable notice to Tenant (or without notice in case of an emergency) and/or to undertake the following all without abatement of rent or liability to Tenant: inspect the Premises and/or the performance by Tenant of the terms and conditions hereof; make such alterations, repairs, improvements or additions to the Premises as required or permitted hereunder; change boundary lines of the Land so long as such change does not materially and adversely impact Tenant's use of the parking area and/or access to the Premises; install, use, maintain, repair, alter, relocate or replace any pipes, ducts, conduits, wires, equipment and other facilities in the Common Area or the Building; install, maintain and operate conduit cabling within the utility and/or conduit ducts and risers within the Building, as well as grant lease, license or use rights to third parties, to utilize the foregoing easements or licenses on the Land, the Property and/or the Project; grant easements, rights of way, utility raceways and make dedications; dedicate for public use portions of the Land, the Property and/or the Project; and record parcel maps, restrictions, covenants, conditions and restrictions affecting the Land, the Property and/or the Project and/or amendments to existing CC&Rs which do not unreasonably interfere with Tenant's use of the Premises or impose additional material monetary obligations on Tenant; change the name of the Building, the Property and/or the Project; affix reasonable signs and displays on the Building and/or the Land; and, during the last nine (9) months of the Term, place signs for the rental of, and show the Premises to prospective tenants. If reasonably necessary, Landlord may temporarily close all or a portion of the Premises to perform repairs, alterations and additions. However, except in emergencies, Landlord will not close the Premises if the work can reasonably be completed on weekends and after normal business hours. Entry by Landlord shall not constitute a constructive eviction or entitle Tenant to an abatement or reduction of Rent.

15. **ENVIRONMENTAL MATTERS.**

15.1 **Hazardous Materials.** Tenant shall not cause nor permit, nor allow any of Tenant's employees, agents, customers, visitors, invitees, licensees, contractors, assignees or subtenants (individually, a "Tenant Party" and collectively, "Tenant's Parties") to cause or permit, any Hazardous Materials (as defined herein) to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building, the Common Area, Property or the Project, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. Tenant shall not install, operate or maintain any above or below grade tank, sump, pit, pond, lagoon or other storage or treatment vessel or device on the Property without Landlord's prior written consent which may be withheld in Landlord's sole discretion. As used herein, the term "**Environmental Laws**" means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any governmental authority or agency regulating or relating to health, safety, or environmental conditions on, under, or about the Premises or the environment, including without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder. The term "**Hazardous Materials**" means and includes any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic, under

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any Environmental Laws, asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). As defined in Environmental Laws, Tenant is and shall be deemed to be the "operator" of Tenant's "facility" and the "owner" of all Hazardous Materials brought on the Premises by Tenant, its agents, employees, contractors or invitees, and the wastes, by-products, or residues generated, resulting, or produced therefrom. Tenant and Tenant's Parties shall comply with all Environmental Laws and promptly notify Landlord in writing of the violation of any Environmental Law or presence of any Hazardous Materials, other than office and janitorial supplies as permitted above, in, on, under or about the Premises or the improvements or the soil or groundwater thereunder. Tenant shall neither create or suffer to exist, nor permit any Tenant Party to create or suffer to exist any lien, security interest or other charge or encumbrance of any kind with respect to the Property, including without limitation, any lien imposed pursuant to Section 107(f) of the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. Section 9607(1)) or any similar state statute. Landlord shall have the right to enter upon and inspect the Premises and to conduct tests, monitoring and investigations. If such tests indicate the presence of any environmental condition caused or exacerbated by Tenant or any Tenant Party or arising during Tenant's or any Tenant Party's occupancy, Tenant shall reimburse Landlord for the cost of conducting such tests. The phrase "**environmental condition**" shall mean any adverse condition relating to any Hazardous Materials or the environment, including surface water, groundwater, drinking water supply, land, surface or subsurface strata or the ambient air and includes air, land and water pollutants, noise, vibration, light and odors. In the event of any such environmental condition, Tenant shall promptly notify both the property manager and the Landlord and shall promptly take any and all steps necessary to rectify the same to the satisfaction of the applicable agencies and Landlord, or shall, at Landlord's election, reimburse Landlord, upon demand, for the cost to Landlord of performing work. The reimbursement shall be paid to Landlord in advance of Landlord's performing such work, based upon Landlord's reasonable estimate of the cost thereof; and upon completion of such work by Landlord, Tenant shall pay to Landlord any shortfall promptly after receipt of Landlord's bills therefor or Landlord shall promptly refund to Tenant any excess deposit, as the case may be.

- 15.2 **Indemnification.** Tenant shall indemnify, protect, defend (by counsel acceptable to Landlord) and hold harmless the Indemnitees from and against any and all Losses of or in connection with (1) Tenant and/or any Tenant Party's breach of this Section 15, or (2) the presence of Hazardous Materials on, under or about the Premises or other property as a result (directly or indirectly) of Tenant's and/or any Tenant Party's activities, or failure to act, in connection with the Premises. Landlord reserves the right to retain counsel for its defense, in which case Tenant shall be responsible for the cost of such defense. This indemnity shall include, without limitation, any Losses arising from or in connection with (i) the effects of any contamination or injury to person, property or the environment created or suffered by Tenant, (ii) the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, whether such action is required or necessary prior to or following the termination of this Lease, (iii) lost profits, consequential damages, the cost of demolition or rebuilding any improvements on real property, interest, penalties and damages arising from claims brought by or on behalf of employees of Tenant (with respect to which Tenant waives any right to raise as a defense against Landlord any immunity to which it may be entitled under any industrial or worker's compensation laws), (iv) fees, costs or expenses incurred for the services of attorneys, consultants,

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contractors, experts, laboratories, and all other costs incurred in connection with the investigation or remediation of such Hazardous Materials or violation of such Environmental Laws, and (v) diminution in the fair market value of the Property including without limitation any reduction in fair market rental value or life expectancy of the Property or the improvements located thereon or the restriction on the use of or adverse impact on the marketing of the Property or any portion thereof. Neither the written consent by Landlord to the presence of Hazardous Materials on, under or about the Premises, nor the strict compliance by Tenant with all Environmental Laws, shall excuse Tenant from Tenant's obligation of indemnification pursuant hereto. Tenant's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. Neither the written consent by Landlord to the presence of Hazardous Materials on, under or about the Premises, nor the strict compliance by Tenant with all Environmental Laws, shall excuse Tenant from Tenant's obligation of indemnification pursuant hereto. Tenant's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease.

15.3 **Environmental Questionnaire Disclosure.** Prior to the execution of this Lease, Tenant shall complete, execute and deliver to Landlord a Hazardous Materials Survey Form in the form of **Exhibit G** attached hereto ("**Survey Form**"), and Tenant shall certify to Landlord that all information contained in the Survey Form is true and correct. The completed Survey Form shall be deemed incorporated into this Lease for all purposes, and Landlord shall be entitled to rely on the information contained therein. Within ten (10) days following receipt by Tenant of a written request therefore from Landlord (which request shall not be made more often than annually), Tenant shall disclose to Landlord in writing the names and amounts of all Hazardous Materials, or any combination thereof, which were stored, generated, used or disposed of on, under or about the Premises for the twelve (12) month period prior to and after each such request, or which Tenant intends to store, generate, use or dispose of on, under or about the Premises. At Landlord's option, Tenant's disclosure obligation under this Subparagraph shall include the requirement that Tenant update, execute and deliver to Landlord the Survey Form, as the same may be modified by Landlord from time to time.

15.4 **Surrender.** In the 90 days prior to the expiration or termination of the Lease, and for up to 90 days after the late to occur of: (i) Tenant's full surrender to Landlord of exclusive possession of the Property; and (ii) the termination of this Lease, Landlord may have an environmental assessment of the Property performed. Tenant shall perform, at its sole cost and expense, any clean-up or remedial work recommended by the consultant performing such assessment which is necessary to remove, mitigate or remediate any Hazardous Materials and/or contamination of the Property caused by the acts or omissions of Tenant or any Tenant Parties. Tenant's obligations under this Section 15.4 shall survive the expiration or termination of this Lease.

16. **DAMAGE AND DESTRUCTION.** If at any time during the Term all or a portion of the Premises are damaged by a fire or other casualty, Landlord shall notify Tenant within sixty (60) days after Landlord becomes aware of such damage as to the amount of time Landlord reasonably estimates it will take to restore the Premises. If the restoration time is estimated to exceed nine (9) months from the issuance of all permits, subject to extensions for Force Majeure, Landlord may elect to terminate this Lease and if such restoration period is greater than twelve (12) months from the issuance of all permits, then Tenant may, as its sole remedy, terminate this Lease on or before thirty (30) days after receipt of Landlord's notice describing the estimated restoration time that is greater than twelve (12) months. In addition, Landlord, by notice to Tenant within ninety (90) days after the date of the fire or other casualty

shall have the right to terminate this lease if: (1) any Mortgagee requires that the insurance proceeds be applied to the payment of the mortgage debt or ground lease, or (2) a material uninsured loss to the Building or Premises occurs. If neither party either elects to terminate this Lease as provided above or if neither party has the right to terminate this Lease as provided above, then, subject to receipt of sufficient insurance proceeds, Landlord shall promptly commence to restore the Premises, subject to delays arising from the collection of insurance proceeds or from Force Majeure events. Such restoration shall be to substantially the same condition that existed prior to the fire or other casualty, except for modifications required by Applicable Laws. Upon notice from Landlord, Tenant shall assign or endorse over to Landlord (or to any party designated by Landlord) all property insurance proceeds payable to Tenant under Tenant insurance with respect to any Alterations, provided if the estimated cost to repair such Alterations exceeds the amount of insurance proceeds received by Landlord from Tenant's insurance carrier, the excess cost of such repairs shall be paid by Tenant to Landlord prior to Landlord's commencement of repairs. Within fifteen (15) days of demand, Tenant shall also pay Landlord for any additional excess costs that are determined during the performance of the repairs to such Alterations. In no event shall Landlord be required to spend more for the restoration of the Premises than the proceeds received by Landlord, whether insurance proceeds or proceeds from Tenant. Landlord shall not be liable for any inconvenience to Tenant, or injury to Tenant's business resulting in any way from the fire or other casualty, or the repair thereof. If this Lease is not terminated by Landlord or Tenant in accordance with this section, Tenant shall be responsible for and shall pay to Landlord Tenant's Share of any deductible or retention amount payable under the property insurance for the Building following any such casualty. Tenant at Tenant's expense shall promptly perform, subject to delays arising from the collection of insurance proceeds, or from Force Majeure events, all repairs or restoration not required to be done by Landlord and shall promptly re-enter the Premises and commence doing business in accordance with this Lease. Notwithstanding the foregoing, either party may terminate this Lease if the Premises are damaged during the last year of the Term and Landlord reasonably estimates that it will take more than three (3) months to repair such damage. Provided no Event of Default by Tenant has occurred, Base Rent and Tenant's Share of Operating Expenses and Real Property Taxes shall be abated for the period of repair and restoration commencing on the date of such casualty event in the proportion which the area of the Premises, if any, which is untenantable bears to the total area of the Premises. Such abatement shall be the sole remedy of Tenant, and except as provided herein, Tenant waives any right to terminate this Lease by reason of damage or casualty loss. Tenant agrees that the terms of this Section 16 shall govern any damage or destruction and shall accordingly supersede any contrary statute or rule of law.

17. **CONDEMNATION.** If any part of the Premises or the Building should be taken for any public or quasi-public use under governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a "Taking" or "Taken"), and the Taking would materially interfere with or impair Landlord's ownership or operation of the Property and/or the Project (as determined by Landlord), then upon written notice by Landlord this Lease shall terminate and Base Rent and Tenant's Share of Operating Expenses and Real Property Taxes shall be apportioned as of said date. If part of the Premises or the Building shall be Taken and such condemnation does not materially interfere with or impair Landlord's ownership or operation of the Property and/or the Project, and this Lease is not terminated as provided above, the Base Rent and Tenant's Share of Operating Expenses and Real Property Taxes payable hereunder during the unexpired Term shall be reduced to such extent as Landlord reasonably determines under the circumstances. In the event of any such Taking, Landlord shall be entitled to receive the entire price or award from any such Taking without any payment to Tenant, and Tenant hereby assigns to Landlord Tenant's interest, if any, in such award. Tenant shall have the right, to the extent that same shall not diminish Landlord's award, to make a separate claim against the condemning authority (but not Landlord) for such compensation as may be separately awarded or recoverable by Tenant for moving expenses and damage to Tenant's trade fixtures, if a separate award for such items is made to Tenant. If only a part of the Premises is subject to a Taking and this Lease is not terminated, Landlord, with reasonable diligence, will restore the remaining portion of the Premises as

nearly as practicable to the condition immediately prior to the Taking. Tenant agrees that the terms of this Section 17 shall govern any Taking and shall accordingly supersede any contrary statute or rule of law.

18. **DEFAULT.**

18.1 **Event of Default.** The occurrence of any of the following events shall, at Landlord's option, constitute an "Event of Default":

18.1.1 Tenant shall fail to pay any installment of Base Rent or any other payment required herein when due, and such failure shall continue for a period of three (3) days after written notice to Tenant.

18.1.2 Tenant or any guarantor or surety of Tenant's obligations hereunder shall (1) make a general assignment for the benefit of creditors; (2) commence any case, proceeding or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property (collectively, a "proceeding for relief"); (3) become the subject of any proceeding for relief which is not dismissed within sixty (60) days of its filing or entry; or (4) die or suffer a legal disability (if Tenant, guarantor, or surety is an individual) or be dissolved or otherwise fail to maintain its legal existence (if Tenant, guarantor or surety is a corporation, partnership or other entity).

18.1.3 Any insurance required to be maintained by Tenant pursuant to this Lease shall be cancelled or terminated or shall expire or shall be reduced or materially changed, except, in each case, as permitted in this Lease.

18.1.4 Tenant shall not occupy or shall vacate the Premises whether or not Tenant is in monetary or other default under this Lease. Tenant's vacating of the Premises shall not constitute an Event of Default if, prior to vacating the Premises, Tenant has made arrangements reasonably acceptable to Landlord to (1) 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, (2) ensure that the Premises are secured and not subject to vandalism, and (3) ensure that the Premises will be properly maintained after such vacation, including, but not limited to, keeping the heating, ventilation and cooling systems maintenance contracts required by this Lease in full force and effect.

18.1.5 There shall occur any assignment, subleasing or other transfer of Tenant's interest in or with respect to this Lease except as otherwise permitted in this Lease.

18.1.6 Tenant shall fail to discharge any lien placed upon the Premises in violation of this Lease within fifteen (15) days after any such lien or encumbrance is filed against the Premises.

18.1.7 Tenant shall fail to comply with any provision of this Lease other than those specifically referred to in this Section 18.1, and except as otherwise expressly

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provided herein, such default shall continue for more than thirty (30) days after Landlord shall have given Tenant written notice of such default.

18.1.8 Tenant or any affiliate of Tenant is in default beyond any notice and cure period under any other lease or agreement with Landlord at the Building or the Project.

18.2 **Landlord's Remedies.** Upon any Event of Default, Landlord shall have, in addition to any other remedies available to Landlord at law or in equity (which shall be cumulative and nonexclusive), the option to pursue any one or more of the following remedies (which shall be cumulative and nonexclusive) without any notice or demand:

18.2.1 Landlord may terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy it may have for possession or arrearages in Rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, without being liable for prosecution or any claim of damages therefor; and Landlord may recover from Tenant the following: (a) the worth at the time of award of the unpaid Rent which had been earned at the time of such termination; (b) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such Rent loss that Tenant proves could be reasonably avoided; (d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom, including brokerage commissions, advertising expenses, expenses of remodeling any portion of the Premises for a new tenant (whether for the same or a different use), and any special concessions made to obtain a new tenant; plus (e) at Landlord's option, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by law. As used in subsection (a) and subsection (b) above, the "**worth at the time of award**" shall be computed by allowing interest at a rate per annum equal to the lesser of (i) the annual "Bank Prime Loan" rate cited in the Federal Reserve Statistical Release Publication G.13(415), published on the first Tuesday of each calendar month (or such other comparable index as Landlord shall reasonably designate if such rate ceases to be published) plus two (2) percentage points, or (ii) the highest rate permitted by Law. As used in subsection (c) above, the "**worth at the time of award**" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1%.

18.2.2 If Landlord does not elect to terminate this Lease on account of any Event of Default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies hereunder, including the right to recover all Rent as it becomes due.

18.2.3 Landlord shall at all times have the rights and remedies (which shall be cumulative with each other and cumulative and in addition to those rights and remedies available under Section 18.2.1 and Section 18.2.2, or any law or other

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provision hereof), without prior demand or notice except as required by law, to seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease, or restrain or enjoin a violation or breach of any provision hereof.

- 18.2.4 Unless Landlord provides Tenant with express notice to the contrary, no re-entry, repossession, repair, maintenance, change, alteration, addition, reletting, appointment of a receiver or other action or omission by Landlord shall (a) be construed as an election by Landlord to terminate this Lease or Tenant's right to possession, or to accept a surrender of the Premises, or (b) operate to release Tenant from any of its obligations hereunder. Tenant waives, for Tenant and for all those claiming by, through or under Tenant, by order or judgment of any court or by any legal process or writ, this Lease or Tenant's right of occupancy of the Premises after any termination hereof.
- 18.2.5 If Landlord elects to cure such Event of Default by Tenant, Landlord may, at Landlord's option, enter into and upon the Premises and correct the same without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without incurring any liability for any damage or interruption of Tenant's business resulting therefrom. If any lien is filed and not cured within the fifteen (15) day time period set forth above, then Landlord may take such action as may be necessary to remove such lien. Tenant agrees to pay Landlord an amount equal to one hundred ten percent (110%) of any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, including without limitation, attorney's fees, together with interest thereon at the Applicable Interest Rate from the date of expenditure.
- 18.2.6 Exercise by Landlord of any one (1) or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises and/or a termination of this Lease by Landlord, whether by agreement or by operation of law, it being understood that except as provided in Section 18.2.1 and Section 18.2.2 above, such surrender and/or termination can be effected only by the written agreement of Landlord and Tenant. Any law, usage, or custom to the contrary notwithstanding, Landlord shall have the right at all times to enforce the provisions of this Lease in strict accordance with the terms hereof; and the failure of Landlord at any time to enforce its rights under this Lease strictly in accordance with same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions, and covenants of this Lease or as having modified the same. Tenant and Landlord further agree that forbearance or waiver by Landlord to enforce its rights pursuant to this Lease or at law or in equity, shall not be a waiver of Landlord's right to enforce one (1) or more of its rights in connection with any subsequent Event of Default. A receipt by Landlord of rent or other payment with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. To the greatest extent permitted by law, Tenant waives the service of notice of Landlord's intention to re-enter as provided for in any statute, or to institute legal proceedings to that end, and also waives all right of redemption in case Tenant shall be dispossessed by a judgment or by warrant of any court or judge. The terms "enter," "re-enter," "entry" or "re-entry," as used in this Lease, are not restricted to their technical legal meanings. Any reletting of the Premises shall

be on such terms and conditions as Landlord in its sole discretion may determine (including without limitation a term different than the remaining Term, rental concessions, alterations and repair of the Premises, lease of less than the entire Premises to any tenant and leasing any or all other portions of the Project before reletting the Premises). Landlord shall not be liable, nor shall Tenant's obligations hereunder be diminished because of, Landlord's failure to relet the Premises or collect rent due in respect of such reletting.

19. **ASSIGNMENT AND SUBLETTING.**

19.1 Tenant shall not assign, sublet, convey, mortgage or otherwise transfer, whether voluntarily or involuntarily or by operation of law, the Premises or any part thereof without Landlord's prior written approval, which shall not be unreasonably withheld. The merger of Tenant with any other entity or the indirect or direct transfer of any controlling or managing ownership or beneficial interest in Tenant, or the assignment of a substantial portion of the assets of Tenant, whether or not located at the Premises, shall constitute an assignment hereunder. If Tenant desires to assign this Lease or sublet any or all of the Premises, Tenant shall give Landlord written notice thereof with copies of all related documents and agreements associated with the assignment or sublease, including without limitation, the financial statements of any proposed assignee or subtenant, at least thirty (30) days prior to the anticipated effective date of the assignment or sublease. Tenant shall pay Landlord's reasonable attorneys' and financial consultant's fees incurred in the review of such documentation. If Landlord fails to notify Tenant in writing of Landlord's approval or disapproval of any proposed subletting or assignment within fifteen (15) business days of Landlord's receipt of all required documentation, Landlord shall be deemed to have disapproved such assignment or subletting. If Landlord approves of such sublease or assignment, the parties shall enter into a consent agreement in a form reasonably designated by Landlord. This Lease may not be assigned by operation of law. In the event of an assignment of this Lease or subletting of more than 20% of the rentable square footage of the Premises for more than 50% of the remaining Term (excluding unexercised options), Landlord shall have the right to recapture the portion of the Premises that Tenant is proposing to assign or sublease. If Landlord exercises its right to recapture, this Lease shall automatically be amended (or terminated if the entire Premises is being assigned or sublet) to delete the applicable portion of the Premises effective on the proposed effective date of the transfer, although Landlord may require Tenant to execute a reasonable amendment or other document reflecting such reduction or termination. If Tenant receives rent or other consideration for any such transfer in excess of the Rent, or in the case of a sublease of a portion of the Premises, in excess of such Rent that is fairly allocable to such portion, after appropriate adjustments to assure that all other payments required hereunder are appropriately taken into account, Tenant shall pay Landlord one hundred percent (100%) of the difference between each such payment of rent or other consideration and the Rent required hereunder, after Tenant's recovery of its actual and reasonable attorney's fees, brokerage commissions and improvement allowances or improvement costs incurred directly in connection with such assignment or subletting, determined on a straight-line basis. Tenant shall continue to be liable as a principal and not as a guarantor or surety to the same extent as though no assignment had been made, and in no event shall any assignment or other transfer release or relieve Tenant from any obligation under this Lease. Tenant shall not collaterally assign, mortgage, pledge, hypothecate or otherwise encumber this Lease or any of Tenant's rights hereunder without the prior written consent of Landlord, which consent Landlord may withhold in its sole discretion.

- 19.2 Notwithstanding anything to the contrary contained in this Section 19, neither Tenant nor any other person having a right to possess, use, or occupy (for convenience, collectively referred to in this subsection as "Use") the Premises shall enter into any lease, sublease, license, concession or other agreement for Use of all or any portion of the Premises which provides for rental or other payment for such Use based, in whole or in part, on the net income or profits derived by any person that leases, possesses, uses, or occupies all or any portion of the Premises (other than an amount based on a fixed percentage or percentages of receipts or sales), and any such purported lease, sublease, license, concession or other agreement shall be absolutely void and ineffective as a transfer of any right or interest in the Use of all or any part of the Premises.

20. **ESTOPPEL, ATTORNMENT AND SUBORDINATION.**

- 20.1 **Estoppel.** Within ten (10) days after written request by Landlord, Tenant shall execute and deliver a commercially reasonable certificate to those parties as are reasonably requested by Landlord (including a Mortgagee or prospective purchaser). Without limitation, such estoppel certificate may include a certification as to the status of this Lease, the existence of any Event of Defaults and the amount of Rent that is due and payable. Tenant's failure to deliver said statement in such time period shall be an Event of Default hereunder and shall be conclusive upon Tenant that (1) this Lease is in full force and effect, without modification except as may be represented by Landlord; (2) there are no uncured Event of Defaults in Landlord's performance and Tenant has no right of offset, counterclaim or deduction against Rent hereunder; and (3) no more than one month's Base Rent has been paid in advance.
- 20.2 **Subordination.** This Lease shall unconditionally be and at all times remain subject and subordinate to all ground leases, master leases and all mortgages and deeds of trust which now or hereafter affect the Premises, the Property or the Project or Landlord's interest therein (including any modifications, renewals or extensions thereof and all amendments thereto) (collectively, referred to as a "**Mortgage**"), all without the necessity of Tenant's executing further instruments to effect such subordination. The party having the benefit of a Mortgage shall be referred to as a "**Mortgagee**". If requested, Tenant shall execute and deliver to Landlord within ten (10) days after Landlord's request whatever documentation that may reasonably be required to further effect the provisions of this paragraph including a Subordination, Nondisturbance and Attornment Agreement ("SNDA") in the form reasonably required by the applicable Mortgagee. Notwithstanding anything contained in this Lease to the contrary, (1) the obligation for commissions under Section 26.19 shall not be binding on, and will not be enforceable against, any of Owner's Mortgagees, and (2) such commission obligation shall be unconditionally subordinate to the lien of any Mortgage, and any commissions otherwise payable under this Lease shall not be due or payable after an event of default under any such mortgage or other security interest. Notwithstanding anything to the contrary contained in this Section 20.2, the holder of any such Mortgage may at any time subordinate its Mortgage to this Lease, without Tenant's consent, by notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such Mortgage without regard to their respective dates of executing, delivery or recording and in the event such Mortgagee shall have the same rights with respect to this Lease as though this Lease has been executed prior to the executing, delivery and recording of such Mortgage and had been assigned to such Mortgagee.

20.3 **Attornment.** Tenant hereby agrees that Tenant will recognize as its landlord under this Lease and shall attorn to any person succeeding to the interest of Landlord in respect of the land and the buildings governed by this Lease upon any foreclosure of any Mortgage upon such land or buildings or upon the execution of any deed in lieu of foreclosure in respect to such Mortgage. Tenant shall pay all rental payments required to be made pursuant to the terms of this Lease for the duration of the term of this Lease. Tenant's attornment shall be effective and self-operative without the execution of any further instrument immediately upon Mortgagee's succeeding Landlord's interest in this Lease and giving written notice thereof to Tenant. If requested, Tenant shall execute and deliver an instrument or instruments confirming its attornment as provided for herein; provided, however, that no such Mortgagee or successor- in-interest shall be bound by any payment of Base Rent for more than one (1) month in advance, or any amendment or modification of this Lease made without the express written consent of such Mortgagee where such consent is required under applicable loan documents. Mortgagee shall not be liable for, nor subject to, any offsets or defenses which Tenant may have by reason of any act or omission of Landlord under this Lease, nor for the return of any sums which Tenant may have paid to Landlord under this Lease as and for security deposits, advance rentals or otherwise, except to the extent that such sums are actually delivered by Landlord to Mortgagee. If Mortgagee, by succeeding to the interest of Landlord under this Lease, should become obligated to perform the covenants of Landlord hereunder, then, upon, any further transfer of Landlord's interest by Mortgagee, all such obligations shall terminate as to Mortgagee.

20.4 **Mortgagee Protection.** Tenant agrees to give any Mortgagee of any Mortgage secured by the Premises, the Property or the Project, by registered or certified mail or nationally recognized overnight delivery service, a copy of any notice of default served upon the Landlord by Tenant concurrently with delivery to Landlord, provided that, prior to such notice, Tenant has been notified in writing (by way of service on Tenant of a copy of assignment of rents and leases or otherwise) of the address of such Mortgagee. Tenant further agrees that if Landlord shall have failed to cure such default within thirty (30) days after such notice to Landlord (or if such default cannot be cured or corrected within that time, then such additional time as may be necessary if Landlord has commenced within such thirty (30) day period and is diligently pursuing the remedies or steps necessary to cure or correct such default), then the Mortgagee shall have an additional sixty (60) days within which to cure or correct such default (or if such default cannot be cured or corrected within that time, then such additional time as may be necessary if such Mortgagee has commenced within such sixty (60) day period and is diligently pursuing the remedies or steps necessary to cure or correct such default). Notwithstanding the foregoing, in no event shall any Mortgagee have any obligation to cure any default of the Landlord.

21. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD) SHALL BE LIMITED TO THE LESSER OF (A) THE INTEREST OF LANDLORD IN THE BUILDING, OR (B) THE EQUITY INTEREST LANDLORD WOULD HAVE IN THE BUILDING IF THE BUILDING WERE ENCUMBERED BY THIRD PARTY DEBT IN AN AMOUNT EQUAL TO 70% OF THE VALUE OF THE BUILDING. TENANT SHALL LOOK SOLELY TO LANDLORD'S INTEREST IN THE BUILDING FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST LANDLORD OR ANY LANDLORD INDEMNITEES. NEITHER LANDLORD NOR ANY LANDLORD INDEMNITEES SHALL BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY, AND IN NO EVENT SHALL LANDLORD OR ANY LANDLORD

INDEMNITEES OR MORTGAGEES BE LIABLE TO TENANT FOR LOST PROFIT, DAMAGE TO OR LOSS OF BUSINESS OR ANY FORM OF SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGE. BEFORE FILING SUIT FOR AN ALLEGED DEFAULT BY LANDLORD, TENANT SHALL GIVE LANDLORD AND THE MORTGAGEE(S) WHOM TENANT HAS BEEN NOTIFIED HOLD MORTGAGES, NOTICE AND REASONABLE TIME TO CURE THE ALLEGED DEFAULT. WHENEVER LANDLORD TRANSFERS ITS INTEREST, LANDLORD SHALL BE AUTOMATICALLY RELEASED FROM FURTHER PERFORMANCE UNDER THIS LEASE AND FROM ALL FURTHER LIABILITIES AND EXPENSES HEREUNDER AND THE TRANSFEREE OF LANDLORD'S INTEREST SHALL ASSUME ALL LIABILITIES AND OBLIGATIONS OF LANDLORD HEREUNDER FROM THE DATE OF SUCH TRANSFER.

22. **RELOCATION.** Landlord, at its expense, at any time before or during the Term, may relocate Tenant from the Premises to space of reasonably comparable size and utility ("**Relocation Space**") within the Building or other buildings within the same Project upon 60 days' prior written notice to Tenant. From and after the date of the relocation, the Base Rent and Tenant's Share shall be adjusted based on the rentable square footage of the Relocation Space. Landlord shall pay Tenant's reasonable costs of relocation, including all costs for moving Tenant's furniture, equipment, supplies and other personal property.

23. **HOLDING OVER.** If Tenant holds over the Premises or any part thereof after expiration of the Term, such holding over shall, at Landlord's option, constitute a month-to-month tenancy, at a rent (determined on a per month basis without reduction for partial months during the holdover) equal to two hundred percent (200%) of the Base Rent and Additional Rent in effect immediately prior to such holding over and shall otherwise be on all the other terms and conditions of this Lease. This Section shall not be construed as Landlord's permission for Tenant to hold over. Acceptance of Rent by Landlord following expiration or termination shall not constitute a renewal of this Lease or extension of the Term except as specifically set forth above. If Tenant fails to surrender the Premises upon expiration or earlier termination of this Lease, Tenant shall indemnify and hold Landlord harmless from and against all Losses resulting from or arising out of Tenant's failure to surrender the Premises, including, but not limited to, any amounts required to be paid to any tenant or prospective tenant who was to have occupied the Premises after the expiration or earlier termination of this Lease and any related attorneys' fees and brokerage commissions.

24. **NOTICES.** All demands, approvals, consents or notices (collectively referred to as a "**notice**") shall be in writing and delivered by hand or sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service, or sent by overnight or same day courier service at the party's respective Notice Address(es) set forth in Section 1; provided, however, notices sent by Landlord regarding general Building operational matters may be sent via e-mail to the e-mail address provided by Tenant to Landlord for such purpose. In addition, if the Building is closed (whether due to emergency, governmental order or any other reason), then any notice address at the Building shall not be deemed a required notice address during such closure, and, unless Tenant has provided an alternative valid notice address to Landlord for use during such closure, any notices sent during such closure may be sent via e-mail or in any other practical manner reasonably designed to ensure receipt by the intended recipient. Each notice shall be deemed to have been received on the earlier to occur of actual delivery or the date on which delivery is refused, or, if Tenant has vacated the Premises or any other Notice Address of Tenant without providing a new Notice Address, 3 days after notice is deposited in the U.S. mail or with a courier service in the manner described above. Either party may, at any time, change its Notice Address (other than to a post office box address) by giving the other party written notice of the new address.

25. **SURRENDER.** Upon the expiration or earlier termination of this Lease, Tenant shall repair any damage to and restore the condition of the Premises in accordance with Section 13.2. Tenant shall also remove all of Tenant's Property and shall repair all damage to the Premises, the Building, the Common Area, Property or the Project caused by the installation or removal of Tenant's Property. Tenant shall further patch and fill all holes within the Premises. All penetrations of the roof shall be resealed to a water tight condition. In no event shall Tenant remove from the Building any mechanical or electrical systems, including without limitation, any power wiring or power panels, lighting or lighting fixtures, wall coverings, drapes, blinds or other window coverings, carpets or other floor coverings, heaters, air conditioners or any other heating and air conditioning equipment, fencing or security gates, load levelers, dock lights, dock locks or dock seals, or any wiring or any other aspect of any systems within the Premises, unless Landlord specifically permits or requires such removal in writing. Tenant shall surrender the Premises, together with all keys, to Landlord broom clean and in as good a condition as when received, ordinary wear and tear and damage by fire or casualty excepted. Conditions existing because of Tenant's failure to perform maintenance, repairs or replacements shall not be deemed "reasonable wear and tear". If Tenant fails to remove any of Tenant's Property, or to restore the Premises to the required condition, within 2 days after termination of this Lease or Tenant's right to possession, Landlord, at Tenant's sole cost and expense, shall be entitled (but not obligated) to remove and store Tenant's Property and/or perform such restoration of the Premises. Landlord shall not be responsible for the value, preservation or safekeeping of Tenant's Property. Tenant shall pay Landlord, upon demand, the expenses and storage charges incurred. If Tenant fails to remove Tenant's Property from the Premises or storage, within 30 days after notice, Landlord may deem all or any part of Tenant's Property to be abandoned and, at Landlord's option, title to Tenant's Property shall vest in Landlord or Landlord may dispose of Tenant's Property in any manner Landlord deems appropriate.

26. **MISCELLANEOUS.**

26.1 **Entire Agreement.** This Lease, Addenda, Exhibits and Schedules set forth all the agreements between Landlord and Tenant concerning the Premises; and there are no agreements either oral or written other than as set forth herein. This Lease may be modified only by a written agreement signed by an authorized representative of Landlord and Tenant.

26.2 **Time of Essence.** Time is of the essence with respect to Tenant's exercise of any expansion, renewal or extension rights granted to Tenant. The expiration of the Term, whether by lapse of time, termination or otherwise, shall not relieve either party of any obligations which accrued prior to or which may continue to accrue after the expiration or termination of this Lease.

26.3 **Attorneys' Fees; Jury Trial Waiver.** In any action or proceeding between the parties, including any appellate or alternative dispute resolution proceeding, the prevailing party may recover from the other party all of its costs and expenses in connection therewith, including reasonable attorneys' fees and costs. Tenant shall pay all reasonable attorneys' fees and other fees and costs that Landlord incurs in interpreting or enforcing this Lease or otherwise protecting its rights hereunder (a) where Tenant has failed to pay Rent when due, or (b) in any bankruptcy case, assignment for the benefit of creditors, or other insolvency, liquidation or reorganization proceeding involving Tenant or this Lease. THE PARTIES WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATING TO THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY

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CLAIM FOR INJURY OR DAMAGE OR ANY EMERGENCY OR STATUTORY REMEDY.

- 26.4 **Severability.** If any provision of this Lease or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of this Lease and the application thereof shall remain in full force and effect and shall not be affected, impaired or invalidated.
- 26.5 **Law.** This Lease shall be construed and enforced in accordance with the laws of the state in which the Premises are located, and Landlord and Tenant hereby irrevocably consent to the jurisdiction and proper venue of such state.
- 26.6 **No Option.** Submission of this Lease to Tenant for examination or negotiation does not constitute an option to lease, offer to lease or a reservation of, or option for, the Premises; and this document shall become effective and binding only upon the execution and delivery hereof by Landlord and Tenant.
- 26.7 **Successors and Assigns.** This Lease shall be binding upon and inure to the benefit of the successors and assigns of Landlord and, subject to compliance with the terms of Section 19, Tenant.
- 26.8 **Third Party Beneficiaries.** Nothing herein is intended to create any third party beneficiary.
- 26.9 **Memorandum of Lease.** Tenant shall not record this Lease or a short form memorandum hereof.
- 26.10 **Agency, Partnership or Joint Venture.** Nothing contained herein nor any acts of the parties hereto shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture by the parties hereto or any relationship other than the relationship of landlord and tenant.
- 26.11 **Merger.** The voluntary or other surrender of this Lease by Tenant or a mutual cancellation thereof or a termination by Landlord shall not work a merger and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.
- 26.12 **Headings.** Section headings have been inserted solely as a matter of convenience and are not intended to define or limit the scope of any of the provisions contained therein.
- 26.13 **Security Measures.** Tenant hereby acknowledges that Landlord shall have no obligation to provide a guard service or other security measures whatsoever.
- 26.14 **No Press Release.** Any press release or other similar public statement regarding Tenant's occupancy of the Premises or this Lease shall require the prior written approval of Landlord.
- 26.15 **Landlord's Lien/Security Interest.** Tenant hereby grants Landlord a security interest, and this Lease constitutes a security agreement, within the meaning of and pursuant to the Uniform Commercial Code of the state in which the Premises are situated as to all of Tenant's Property (except merchandise sold in the ordinary course of business) as

security for all of Tenant's obligations hereunder, including, without limitation, the obligation to pay rent.

- 26.16 **Signs.** All signs and graphics of every kind visible in or from public view or corridors, the Common Areas or the exterior of the Premises (whether located inside or outside of the Premises) shall be subject to Landlord's prior written approval (not to be unreasonably withheld) and shall be subject to the CC&Rs and any applicable governmental laws, ordinances, and regulations and in compliance with Landlord's signage program (if any). The installation of any sign on the Premises by or for Tenant shall be subject to the provisions of Section 13 (Alterations). Tenant, at Tenant's sole cost and expense, shall remove all such signs and graphics prior to the termination of this Lease. Such installations and removals shall be made in such manner as to avoid injury or defacement of the Premises; and Tenant shall repair any injury or defacement, including without limitation, discoloration caused by such installation or removal. Unless otherwise expressly agreed herein, Landlord reserves all rights to the use of the roof of the Building, including the right to install advertising signs on the Building, including the roof, which do not unreasonably interfere with the conduct of Tenant's business. Landlord shall be entitled to all revenues from such advertising signs.
- 26.17 **Waiver.** No waiver of any default or breach hereunder shall be implied from any omission to take action on account thereof, notwithstanding any custom and practice or course of dealing. No waiver by either party of any provision under this Lease shall be effective unless in writing and signed by such party. No waiver shall affect any default other than the default specified in the waiver and then such waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant shall not be construed as a waiver of any subsequent breach of the same.
- 26.18 **Financial Statements.** Tenant shall provide, and cause each Guarantor, if applicable, to provide to any Mortgagee, any purchaser of the Building, the Property and/or the Project or Landlord, within ten (10) days after request, a current, accurate, audited financial statement for Tenant and Tenant's business (and Guarantor and Guarantor's business, if applicable) and financial statements for Tenant and Tenant's business (and Guarantor and Guarantor's business, if applicable) for each of the three (3) years prior to the current financial statement year prepared under generally accepted accounting principles consistently applied and certified by an officer of the Tenant (or Guarantor, if applicable) as being true and correct. Tenant shall also provide, and cause each Guarantor, if applicable, to provide, within said ten (10)-day period such other financial information or tax returns as may be reasonably required by Landlord, any purchaser of the Building, the Property and/or the Project or any Mortgagee of either. Tenant hereby authorizes Landlord, and shall cause each Guarantor, if applicable, to authorize Landlord to obtain one (1) or more credit reports on Tenant (and Guarantor, if applicable) at any time, and shall execute such further authorizations as Landlord may reasonably require in order to obtain a credit report.
- 26.19 **Brokerage Commission.** Landlord shall pay a brokerage commission to Landlord's Broker specified in the Basic Lease Information in accordance with a separate agreement between Landlord and Landlord's Broker. Landlord shall have no further or separate obligation for payment of any commissions or fees to any other broker, agent or finder. Tenant warrants to Landlord that Tenant's sole contact with Landlord or with the Premises in connection with this transaction has been directly with Landlord, Landlord's Broker and Tenant's Broker specified in the Basic Lease Information, and that no other

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broker, agent or finder can properly claim a right to a commission or a finder's fee based upon contacts between the claimant and Tenant. Any commissions or fees payable to Tenant's Broker with respect to this transaction shall be paid by Landlord's Broker or Tenant, and Landlord shall have no obligation with respect thereto. Subject to the foregoing, Tenant agrees to indemnify and hold Landlord harmless from any Losses in connection with a claim by any person for a real estate broker's commission, finder's fee or other compensation based upon any statement, representation or agreement of Tenant, and Landlord agrees to indemnify and hold Tenant harmless from any such Losses based upon any statement, representation or agreement of Landlord.

- 26.20 **Authorization.** If Tenant signs as a corporation, partnership, limited liability company, trust or other legal entity each of the persons executing this Lease on behalf of Tenant represents and warrants that Tenant has been and is qualified to do business in the state in which the Premises is located, that the entity has full right and authority to enter into this Lease, and that all persons signing on behalf of the entity were authorized to do so by appropriate actions. Tenant agrees to deliver to Landlord, simultaneously with the delivery of this Lease, a corporate resolution, proof of due authorization by partners, opinion of counsel or other appropriate documentation reasonably acceptable to Landlord evidencing the due authorization of Tenant to enter into this Lease.
- 26.21 **Joint and Several.** If Tenant consists of more than one person, the obligation of all such persons shall be joint and several. In such event, requests or demands from any one person or entity comprising Tenant shall be deemed to have been made by all such persons or entities, and notices to any one person or entity shall be deemed to have been given to all persons and entities.
- 26.22 **Covenants and Conditions.** Each provision to be performed by Tenant hereunder shall be deemed to be both a covenant and a condition.
- 26.23 **Consents.** Except as otherwise provided elsewhere in this Lease, Landlord's actual reasonable costs and expenses (including, but not limited to, architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Tenant for any Landlord consent, including but not limited to, consents to an assignment, a subletting or the presence or use of a Hazardous Material, shall be paid by Tenant upon receipt of an invoice and supporting documentation therefor.
- 26.24 **Force Majeure.** "Force Majeure" as used in this Lease means delays resulting from causes beyond the reasonable control of Landlord, including, without limitation, any delay caused by any action, inaction, order, ruling, moratorium, regulation, statute, condition or other decision of any private party or governmental agency having jurisdiction over any portion of the Property or the Project, over the construction anticipated to occur thereon or over any uses thereof, or by delays in inspections or in issuing approvals by private parties or permits by governmental agencies, or by fire, flood, inclement weather, strikes, lockouts or other labor or industrial disturbance, failure or inability to secure materials, supplies or labor through ordinary sources, earthquake, or other natural disaster, or any cause whatsoever beyond the reasonable control (excluding financial inability) of the Landlord, or any of its contractors or other representatives, whether or not similar to any of the causes hereinabove stated.
- 26.25 **OFAC.** Tenant hereby represents, warrants and certifies that: (i) neither it nor its officers, directors, or controlling owners is acting, directly or indirectly, for or on behalf

of any person, group, entity, or nation named by any Executive Order, the United States Department of Justice, or the United States Treasury Department as a terrorist, "Specifically Designated National or Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control ("SDN"); (ii) neither it nor its officers, directors or controlling owners is engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation; and (iii) neither it nor its officers, directors or controlling owners is in violation of Presidential Executive Order 13224, the USA PATRIOT Act, (Public Law 107-56), the Bank Secrecy Act, the Money Laundering Control Act or any regulations promulgated pursuant thereto. If the foregoing representations are untrue at any time during the Lease Term, an Event of Default will be deemed to have occurred, without the necessity of notice to Tenant. The provisions of this Paragraph shall survive the expiration or earlier termination of this Lease.

- 26.26 **Roof Use by Landlord.** Landlord reserves the right to use the surface of the roof in any manner which does not materially interfere with Tenant's use of the Premises including, but not limited to, installation of telecommunication equipment, solar equipment or any other uses.
- 26.27 **Guarantors.** The Guarantors, if any, shall each execute a full payment and performance guaranty in a form provided by Landlord. It shall constitute an Event of Default of the Tenant if any Guarantor fails or refuses, upon request to provide: (1) evidence of the execution and continued enforceability of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (2) current financial statements, (3) an estoppel certificate, or (4) written confirmation that the guaranty is still in effect as a valid binding obligation.
- 26.28 **Parking.** Tenant shall have the right to use all of the stripped parking spaces for the Building as of the Effective Date. Landlord shall not be responsible for enforcing Tenant's parking rights against any third parties. The parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles, SUV's or pick-up trucks ("**Permitted Size Vehicles**"). Vehicles other than Permitted Size Vehicles shall be parked and loaded or unloaded as directed by Landlord. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Landlord for such activities. If Tenant permits or allows any of the prohibited activities described in this Section, then Landlord shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Tenant, which cost shall be immediately payable upon demand by Landlord.
- 26.29 **Common Area.** Tenant may, subject to rules prescribed by Landlord, use the following areas on the Land or within the Building ("**Building Common Area**") that are designated by Landlord to be used in common with Landlord and/or other tenants of the Building: hallways, stairwells, entranceways, restroom facilities, refuse facilities, landscaped areas, driveways necessary for access to the Premises, parking spaces and other common facilities located in the Building and/or on the Land designated by Landlord from time to time for the common use of all tenants of the Building. Tenant may, subject to any CC&Rs and any Rules or Regulations, use the following areas of the Project ("**Project**")

Common Area") in common with Landlord, tenants of the Building and/or other owners, tenants or lawful users of the Project: refuse facilities, landscaped areas, roads, driveways necessary for access to the Premises, parking spaces, retention basins and other common facilities designated by Landlord from time to time for the common use of all tenants and owners of the Project. The Building Common Area and the Project Common Area are collectively referred to herein as the "**Common Area**". Landlord shall not be responsible for non-compliance by any other tenant or occupant of the Project with, or Landlord's failure to enforce, any of the Rules or Regulations or CC&Rs or any other terms or provisions of such tenant's or occupant's lease. Tenant shall promptly comply with the reasonable requirements of any board of fire insurance underwriters or other similar body now or hereafter constituted. Under no circumstances shall the right herein granted to use the Common Area be deemed to include the right to store any property, temporarily or permanently, in the Common Area. In the event that any unauthorized storage shall occur, then Landlord shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Tenant, which cost shall be immediately payable upon demand by Landlord. Landlord may change the shape and size of the Common Areas, including the addition of, elimination of or change to any improvements located in the Common Areas, so long as such change does not have a material adverse impact on Tenant.

- 26.30 **Counterparts.** This Lease may be executed in counterparts and shall constitute an agreement binding on all parties notwithstanding that all parties are not signatories to the original or the same counterpart provided that all parties are furnished a copy or copies thereof reflecting the signature of all parties. Transmission of a facsimile or by email of a pdf copy of the signed counterpart of the Lease shall be deemed the equivalent of the delivery of the original, and any party so delivering a facsimile or pdf copy of the signed counterpart of the Lease by email transmission shall in all events deliver to the other party an original signature promptly upon request.
- 26.31 **Light and Air.** This Lease does not grant any rights to light or air over or about the Building. Landlord excepts and reserves exclusively to itself any and all rights not specifically granted to Tenant under this Lease.
- 26.32 **Auctions.** Tenant shall not conduct, nor permit to be conducted, either voluntarily or involuntarily, any auction upon the Premises or the Common Areas without first having obtained Landlord's prior written consent, which Landlord may withhold in its sole discretion. Notwithstanding anything to the contrary in this Lease, Landlord shall not be obligated to exercise any standard of reasonableness in determining whether to grant such consent.
- 26.33 **Unrelated Business Income.** If Landlord is advised by its counsel at any time that any part of the payments by Tenant to Landlord under this Lease may be characterized as unrelated business income under the United States Internal Revenue Code and its regulations, then Tenant shall enter into any amendment proposed by Landlord to avoid such income, so long as the amendment does not require Tenant to make more payments or accept fewer services from Landlord, than this Lease provides.
- 26.34 **Waiver of Redemption of Tenant.** Tenant hereby waives, for Tenant and for all those claiming under Tenant, all rights now or hereafter existing to redeem by order or judgment of any court or by any legal process or writ, Tenant's right of occupancy of the Premises or Property after any termination of this Lease.

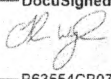
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- 26.35 **Independent Covenants.** This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent and not dependent and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the Rent or other amounts owing hereunder against Landlord.
- 26.36 **Confidentiality.** Tenant acknowledges that the content of this Lease and any related documents are confidential information. Tenant shall keep such confidential information strictly confidential and shall not disclose such confidential information to any person or entity other than Tenant's financial, legal and space planning consultants.
- 26.37 **Energy Usage.** If Tenant (or any party claiming by, through or under Tenant) pays directly to the provider for any energy consumed at the Property, Tenant, promptly upon request, shall deliver to Landlord (or, at Landlord's option, execute and deliver to Landlord an instrument enabling Landlord to obtain from such provider) any data about such consumption at the Building that Landlord may request.
- 26.38 **State Required Disclosure.** Radon is a naturally occurring radioactive gas which, 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. Tenant acknowledges this disclosure by signing this Lease.

Landlord and Tenant have executed this Lease under seal in two or more counterparts as of the day and year first above written.

LANDLORD:

PP SUNSHINE OWNER LLC., a Delaware limited liability company^v

DocuSigned by:

By: B63554CB07C242B...
Name: Glenn Wylie
Title: Authorized Signatory

TENANT:

JE TIRES, INC., a Florida corporation

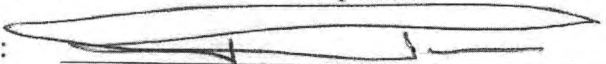
By: 
Name: ROLAND NASR
Title: PRESIDENT

EXHIBIT A

OUTLINE AND LOCATION OF PREMISES

This Exhibit is attached to and made a part of the Multi-Tenant Industrial Triple Net Lease (the "Lease") by and between PP SUNSHINE OWNER LLC., a Delaware limited liability company ("Landlord"), and JE TIRES, INC., a Florida corporation ("Tenant"), for space in the Building located at 5280 NW 165th Street, Miami Gardens, Florida 33014.

EXHIBIT A

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EXHIBIT B

WORK LETTER

This Exhibit is attached to and made a part of the Multi-Tenant Industrial Triple Net Lease (the "**Lease**") by and between **PP SUNSHINE OWNER LLC.**, a Delaware limited liability company ("**Landlord**"), and **JE TIRES, INC.**, a Florida corporation ("**Tenant**"), for space in the Building located at 5280 NW 165th Street, Miami Gardens, Florida 33014. Capitalized terms used but not defined herein shall have the meanings given in the Lease.

Subject to the terms, conditions and restrictions of the Lease and all applicable laws, ordinances, codes, rules, and regulations, from and after the Effective Date, Tenant may make cosmetic improvements to the Premises as may be desired by Tenant which will not (i) affect any of the building systems (including mechanical, electrical, and plumbing systems) or life safety systems or the structural elements of the Building; (ii) require a building or construction permit; (iii) be visible from the exterior of the Premises; or (iv) adversely interfere with the operation of the Building or the provision of services or utilities to other tenants in the Building ("**Tenant Improvements**"), and Landlord shall reimburse Tenant for Tenant's actual out-of-pocket third party costs of the Tenant Improvements in an amount up to (but not to exceed) \$66,944.00 ("**Allowance**"). In the event that the cost of the Tenant Improvements exceeds the Allowance, then the entire amount of such excess shall be Tenant's sole liability. Prior to commencing any Tenant Improvements, Tenant shall obtain Landlord's prior written consent to the plans and specifications for such Tenant Improvements. At least five (5) business days prior to commencement of the Tenant Improvements, Tenant shall provide to Landlord written notice of the commencement of the Tenant Improvements, as well as a schedule for completion of such work. Tenant shall perform the Tenant Improvements in a good, workmanlike and lien free manner using licensed and insured contractors reasonably approved by Landlord, in accordance with all applicable laws, ordinances, codes, rules, regulations, and the rules and regulations promulgated by Landlord for the Building. Within ten (10) business days after completion of the Tenant Improvements, Tenant shall provide to Landlord as-built drawings or plans and specifications reflecting such alterations, improvements and/or additions. Landlord shall pay the Allowance to Tenant within thirty (30) days after Landlord's receipt of Tenant's invoice therefor (including such back-up documentation as is reasonably requested by Landlord, including, without limitation, final and unconditional releases of lien from the general contractor, all subcontractors, material suppliers and others entitled to lien Landlord's property under Florida law) following completion of the Tenant Improvements. Prior to any disbursement of any portion of the Allowance to Tenant, there shall be deducted from the Allowance and paid to Landlord a construction management fee in an amount equal to 5% of the hard and soft costs of the Tenant Improvements. Tenant shall not be entitled to payment of any remaining Allowance or to any rent credit for any remaining portion of the Tenant Improvement Allowance after completion of the Tenant Improvements. In no event shall Landlord be required to (i) pay the Allowance to Tenant if Tenant is in default under the Lease; or (ii) expend more than the Allowance under this Section. The Allowance shall remain available to be used by Tenant through September 1, 2021. Any portion of the Allowance remaining unused after September 1, 2021 shall be retained by Landlord.

EXHIBIT B

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EXHIBIT C

PROHIBITED USE

This Exhibit is attached to and made a part of the Multi-Tenant Industrial Triple Net Lease (the "Lease") by and between PP SUNSHINE OWNER LLC., a Delaware limited liability company ("Landlord"), and JE TIRES, INC., a Florida corporation ("Tenant"), for space in the Building located at 5280 NW 165th Street, Miami Gardens, Florida 33014. Capitalized terms used but not defined herein shall have the meanings given in the Lease.

In no event shall Tenant use its Premises or occupancy of any part of the Premises in a manner constituting a Prohibited Use (as defined below). If Tenant uses the Premises for a purpose constituting a Prohibited Use, violates any Applicable Laws, or causes the Building to be in violation of any Applicable Laws, then Tenant shall promptly discontinue such use upon notice of such violation.

"Prohibited Use" shall mean the use of any part of the Premises for the following types of operations and activities:

1. automobile/truck/forklift maintenance, repair or fueling, other than tire installation and alignment;
2. Any use which requires hazardous waste or automobile fluid, including, but not limited to, oil and fuel;
3. battery manufacturing or reclamation;
4. ceramics and jewelry manufacturing or finishing;
5. chemical (organic or inorganic) storage, use or manufacturing;
6. drum recycling;
7. dry cleaning;
8. electronic components manufacturing;
9. electroplating and metal finishing;
10. explosives manufacturing, use or storage;
11. leather production, tanning or finishing;
12. machinery and tool manufacturing;
13. medical equipment manufacturing and hospitals;
14. metal shredding, recycling or reclamation;
15. metal smelting and refining;
16. mining;
17. paint, pigment and coating operations;
18. petroleum refining;
19. plastic and synthetic materials manufacturing;
20. solvent reclamation;
21. tire and rubber manufacturing;
22. fertilizer storage;
23. residential use or occupancy; and
24. auctions of any type.

EXHIBIT C

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EXHIBIT D

RULES AND REGULATIONS

This Exhibit is attached to and made a part of the Multi-Tenant Industrial Triple Net Lease (the "Lease") by and between PP SUNSHINE OWNER LLC., a Delaware limited liability company ("Landlord"), and JE TIRES, INC., a Florida corporation ("Tenant"), for space in the Building located at 5280 NW 165th Street, Miami Gardens, Florida 33014. Capitalized terms used but not defined herein shall have the meanings given in the Lease.

1. No vehicle or equipment shall remain upon the Common Area longer than seventy-two (72) hours.
2. Signs will conform to sign standards and criteria established from time to time by Landlord. No other signs, placards, pictures, advertisements, names or notices shall be inscribed, displayed or printed or affixed on or to any part of the outside or inside of the building without the written consent of Landlord and Landlord shall have the right to remove any such non-conforming signs, placards, pictures, advertisements, names or notices without notice to and at the expense of Tenant.
3. No antenna, aerial, discs, dishes or other such device shall be erected on the roof or exterior walls of the Premises, or on the grounds, without the written consent of the Landlord in each instance. Any device so installed without such written consent shall be subject to removal without notice at any time.
4. No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of the Landlord.
5. The outside areas immediately adjoining the Premises shall be kept clean and free from dirt and rubbish by the Tenant to the satisfaction of Landlord and Tenant shall not place or permit any obstruction or materials in such areas or permit any work to be performed outside the Premises.
6. No open storage shall be permitted in the Project.
7. All garbage and refuse shall be placed in containers placed at the location designated for refuse collection, in the manner specified by Landlord.
8. Tenant shall not disturb, solicit, or canvass any occupant of the building and shall cooperate to prevent same.
9. No noxious or offensive trade or activity shall be carried on upon any units or any part of the Common Area nor shall anything be done thereon which would in any way interfere with the quiet enjoyment of each of the other tenants of the Project or which would increase the rate of insurance or overburden utility facilities from time to time existing in the Project.
10. Neither Tenant nor its agents, employees, contractors, guests or invitees shall smoke or permit smoking in the Common Areas, unless a portion of the Common Areas have been declared a designated smoking area by Landlord, nor shall the above parties allow smoke from the Premises

EXHIBIT D

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to emanate into the Common Areas or any other part of the Building. Landlord shall have the right to designate the Building (including the Premises) as a non-smoking building.

Landlord reserves the right to make such amendments to these rules and regulations from time to time as are nondiscriminatory and not inconsistent with the Lease.

EXHIBIT D

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EXHIBIT E

CONFIRMATION LETTER

(EXAMPLE)

Date _____

Tenant JE Tires, Inc.
Address _____

Re: Confirmation Letter with respect to that certain Lease dated as of _____, 2020, by and between **PP SUNSHINE OWNER LLC.**, a Delaware limited liability company, as Landlord, and **JE TIRES, INC.**, a Florida corporate, as Tenant, for 33,500 rentable square feet (the "Premises") in the building located at 5280 NW 165th Street, Miami Gardens, Florida 33014.

Lease Id: _____
Business Unit Number: _____

Dear _____:

In accordance with the terms and conditions of the above referenced Lease, Tenant accepts possession of the Premises and acknowledges:

1. The Commencement Date of the Lease is _____;
2. The Termination Date of the Lease is _____.

Please acknowledge the foregoing and your acceptance of possession by signing all 3 counterparts of this Confirmation Letter in the space provided and returning 2 fully executed counterparts to my attention. Tenant's failure to execute and return this letter, or to provide written objection to the statements contained in this letter, within 30 days after the date of this letter shall be deemed an approval by Tenant of the statements contained herein.

Sincerely,

Authorized Signatory

Acknowledged and Accepted:

Tenant: JE Tires, Inc.
By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT E

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EXHIBIT F

REQUIREMENTS FOR IMPROVEMENTS OR ALTERATIONS BY TENANT

This Exhibit is attached to and made a part of the Multi-Tenant Industrial Triple Net Lease (the "Lease") by and between PP SUNSHINE OWNER LLC., a Delaware limited liability company ("Landlord"), and JE TIRES, INC., a Florida corporation ("Tenant"), for space in the Building located at 5280 NW 165th Street, Miami Gardens, Florida 33014. Capitalized terms used but not defined herein shall have the meanings given in the Lease.

If Landlord shall permit Tenant to construct any initial tenant improvements in the Premises or to have any Alterations performed in the Premises at any time prior to or during the Lease term by a contractor retained by Tenant ("Tenant's Work"), then Tenant shall comply with the requirements set forth herein. If Tenant's Work has been properly authorized, Tenant will receive written approval and consent for alterations to the Premises.

1. **SUBMITTAL OF PLANS.** Prior to commencing any Tenant's Work, Tenant shall submit to Landlord for approval its proposed plans for Tenant's Work. Without limiting the foregoing, if required by Landlord and reasonable under the circumstances, Tenant shall provide:

- (a) A separate scale drawing denoting all proposed construction and/or demolition, if necessary.
- (b) A separate drawing for each trade proposing structural, electrical, mechanical, civil or landscaping modifications.
- (c) All dimensions and complete references to all work to be performed in the affected areas.
- (d) If adding extra electrical or mechanical equipment, provide complete operating and maintenance specifications for each item.

Landlord's failure to respond to a written request from Tenant within ten (10) business days following Tenant's written request shall be deemed be Landlord's disapproval of the applicable request for approval hereunder.

2. **CHECKLIST.** With respect to each project, Landlord will provide Tenant with a checklist listing the items required to be furnished to Landlord in connection with the proposed work. Tenant shall furnish to Landlord prior to, during, or upon completion of Tenant's Work, as applicable, each of the items specified in the checklist attached hereto as **Attachment 1**.

3. **CONTRACTORS PROVIDING TENANT IMPROVEMENT SERVICES.**

- (a) The contractor employed by Tenant and any subcontractors shall be (i) duly licensed in the state in which the Premises are located, and (ii) subject to Landlord's prior written approval, which approval shall not be unreasonably withheld. If more than one trade is employed on a single job, state law requires the services of a general contractor in addition to contractors for specialty work being performed.

EXHIBIT F

(b) Each contractor shall provide proof of licensing as a general or specialty contractor in accordance with Applicable Laws.

(c) Tenant shall use Landlord's subcontractor for mechanical, electrical, plumbing, roofing and roofing consultant.

(d) Tenant and Tenant's contractors shall comply with all Applicable Laws pertaining to the performance of Tenant's Work and the completed improvements and all applicable safety regulations established by Landlord or the general contractor.

(e) Prior to commencement of any work in the Premises, Tenant and Tenant's contractors (and any subcontractors) shall have a signed contract/service agreement in place listing the insurance requirements specifically naming the Landlord as an additional insured on their general liability insurance policy and having an indemnification section indemnifying Landlord and shall obtain and provide Landlord with certificates evidencing Workers' Compensation, public liability and property damage insurance in amounts and forms and with companies satisfactory to Landlord. Each general contractor (and any subcontractor) employed on the Premises shall provide Landlord with a current certificate of insurance in effect for that contractor with a thirty (30) day notice of cancellation or revocation clause. Insurance requirements are as follows:

(i) Comprehensive General Liability with a \$2,000,000.00 Combined Single Limit covering the liability of Landlord and contractor for bodily injury and property damage arising as a result of the construction of the improvements and the services performed thereunder. The insurance certificate shall be submitted to Landlord for approval and shall state, All General Liability insurance policies shall name as Additional Insureds Landlord, any successor in interest thereto, any Mortgagee of Landlord, any managing agent of Landlord, and owner of any of the foregoing, and any beneficiary, officer, director, employee, or agent of any of the foregoing.

(ii) Comprehensive Automobile Liability with a \$2,000,000.00 Combined Single Limit covering Landlord and vehicles used by contractor (and any subcontractor) in connection with the construction of the improvements.

(iii) Workers' Compensation and Employer's Liability as required by law, for employees of the contractor (and any subcontractors) performing work on the Premises.

(f) The following requirements shall be incorporated as "**Special Conditions**" into the contract between Tenant and its contractors and a copy of the contract shall be furnished to Landlord prior to the commencement of Tenant's Work:

(i) Prior to start of Tenant's Work, Tenant's contractor shall provide Landlord with a construction schedule in "bar graph" form indicating the completion dates of all phases of Tenant's Work.

(ii) Tenant's contractor shall be responsible for the repair, replacement or clean-up of any damage done by it to other contractors' work which specifically includes accessways to the Premises which may be concurrently used by others.

(iii) Tenant's contractor shall accept the Premises prior to starting any trenching operations. Any rework of sub-base or compaction required after the contractor's initial acceptance of the

EXHIBIT F

Premises shall be done by Tenant's contractor, which shall include the removal from the Property of any excess dirt or debris.

(iv) Tenant's contractor shall contain its storage of materials and its operations within the Premises and such other space as it may be assigned by Landlord or Landlord's contractor. Should Tenant's contractor be assigned space outside the Premises, it shall move to such other space as Landlord or Landlord's contractor shall direct from time to time to avoid interference or delays with other work.

(v) Tenant's contractor shall clean up the construction area and surrounding exterior areas daily. All trash, demolition materials and surplus construction materials shall be stored within the Premises and promptly removed from the Premises and the Property and disposed of in an approved sanitation site.

(vi) Tenant's contractor shall provide temporary utilities, portable toilet facilities, and potable drinking water as required for its work within the Premises and shall pay to Landlord's contractor the cost of any temporary utilities and facilities provided by Landlord's contractor at Tenant's contractor's request.

(vii) Tenant's contractor shall notify Landlord or Landlord's property manager of any planned work to be done on weekends or other than normal job hours.

(viii) Tenant's contractor or subcontractors shall not post signs on any part of the Property or on the Premises.

(g) If required by Landlord and reasonable under the circumstances, Tenant shall provide Landlord with a set of "As-Built" drawings for any work performed to the Premises.

4. COSTS.

(a) Tenant shall promptly pay any and all costs and expenses in connection with or arising out of the performance of Tenant's Work (including the costs of permits therefor) and shall furnish to Landlord evidence of such payment upon request.

(b) Tenant shall reimburse Landlord for all costs which Landlord may incur in connection with granting approval to Tenant for any alteration and/or addition, including any costs or expenses which Landlord may incur in electing to have outside architects and engineers review said matters. Tenant shall pay Landlord an amount equal to five percent (5%) of the total hard costs of construction and installation of Tenant's Work as compensation to Landlord for review of plans, use of facilities and other miscellaneous costs of Landlord incurred as a result of such work.

5. CONTRACTOR'S BONDS. If required by Landlord and reasonable under the circumstances, prior to the commencement of construction, Tenant shall obtain or cause its contractor to obtain and deliver evidence thereof to Landlord payment and performance bonds covering the faithful performance of the contract for the construction of the Tenant's Work and the payment of all obligations arising thereunder. In the alternative, and at Landlord's option, Tenant may appoint Landlord as its contractor, and in so doing, Tenant shall deposit with the Landlord a sum of money equal to the entire amount of the estimated construction cost, as is required for the installation of the Tenant improvements on the Premises. If Tenant deposits with Landlord monies for construction costs, it is agreed that Landlord will not be placed in a fiduciary capacity as a trustee, or any other fiduciary title, for the sums of monies in

EXHIBIT F

Landlord's possession. Tenant agrees to hold Landlord harmless from any and all claims, for workmanship and installation of improvements, and for merchantability and quality of goods used for the installation of Tenant's improvements, as are requested by Tenant. Any bonds obtained pursuant hereto shall be for the mutual benefit of both Landlord and Tenant as obligees and beneficiaries.

6. **BUILDING STANDARDS.** All work shall (a) be performed during Landlord's designated hours for construction work, (b) conform to Landlord's established rules (including clean up rules), regulations, building standards and specifications, (c) not interfere with any other tenant of Landlord, nor block any access points, (d) comply with any CC&Rs and all laws, rules and regulations. Tenant is required to make these standards part of the construction documents.

7. **ROOF PENETRATIONS.** If improvements penetrate the roof membrane, the penetrations will be sealed per Landlord/IRC roofing specifications and inspected by IRC to maintain roof warranty. The cost of inspection and all corrective work shall be borne by Tenant. Tenant shall use Landlord's original roofing contractor.

8. **BUILDING MODIFICATIONS.** Work will only be approved within the confines of a given space. Tenant will not be allowed to modify building exterior or mechanical and electrical service as provided to the building in common with other tenants.

9. **ELECTRICAL WORK.** All electrical work shall be approved from the unit space electrical panel only. Additional service requirements shall be secured only by direction of Landlord. Tenant shall use Landlord's original electrical contractor.

10. **SCHEDULE OF WORK.** Tenant may be required to provide a schedule of all work to be performed, subject to Landlord approval. All costs to produce such schedule shall be borne solely by Tenant.

11. **CLEAN UP AND DISPOSAL OF CONSTRUCTION DEBRIS.** Tenant shall comply with Landlord's rules regarding clean up. Building trash containers are provided for office generated trash only and are not to be used for disposal of construction-related materials and debris. Unapproved usage will result in a penalty assessment to the Tenant equal to the cost of an extra pick-up service as provided under the current rate schedule of regular trash removal service.

12. **INSPECTION BY LANDLORD.** Landlord reserves the following rights: (i) the right of inspection prior to, during and at completion of all construction and/or demolition, (ii) the right to post and record a notice of nonresponsibility in conformity with the law of the state or commonwealth in which the Building is located, and (iii) the right to order a total stop to all improvements underway for non-compliance with any of the requirements hereof.

13. **GENERAL PROVISIONS.**

(a) If Landlord has agreed to provide an allowance toward the cost of tenant improvements, Landlord shall retain from such funds an amount determined by Landlord until Tenant has fully complied with the requirements hereof.

(b) Nothing contained herein shall make or constitute Tenant as the agent of Landlord.

EXHIBIT F

-4-

R1

ATTACHMENT 1 TO EXHIBIT F

ITEMS TO BE FURNISHED TO LANDLORD FOR EACH WORK OF IMPROVEMENT

This Attachment 1 to Exhibit F is attached to and made a part of the Multi-Tenant Industrial Triple Net Lease (the "**Lease**") by and between **PP SUNSHINE OWNER LLC.**, a Delaware limited liability company ("**Landlord**"), and **JE TIRES, INC.**, a Florida corporation ("**Tenant**"), for space in the Building located at 5280 NW 165th Street, Miami Gardens, Florida 33014. Capitalized terms used but not defined herein shall have the meanings given in the Lease.

1. Plan of Alterations for Landlord Approval.
2. Contractor(s), Address, Telephone Number, Contact Person.
3. Copy of Contractor's State and City Business License.
4. Copy of all permits including, but not limited to, the Building Permit.
5. Copy of Final Inspection and Signed Building Permit Cards.
6. Copy of Certificate of Insurance Naming Landlord, Landlord's Mortgagee, if any, any property management company of Landlord for the Premises, and any other party designated by Landlord as Additional Insured. Insurance to include Comprehensive General Liability, Comprehensive Auto, Workers' Compensation and Employer's Liability.
7. Signed Unconditional lien waiver in favor of the Landlord.
8. Schedule of Work.
9. Copy of Completion and Payment Bond.
10. Architect's License and Expiration.
11. Tenant and Architect Agreement.
12. Tenant and Contractor Agreement.
13. Copy of Permit Plans.
14. Copy of As-Builts.
15. Copy of Recorded Notice of Completion.
16. Certificate of Occupancy.
17. Evidence of Insurance for All-Risk/Builder's Risk Insurance to the Amount of Improvements.

EXHIBIT F

-5-

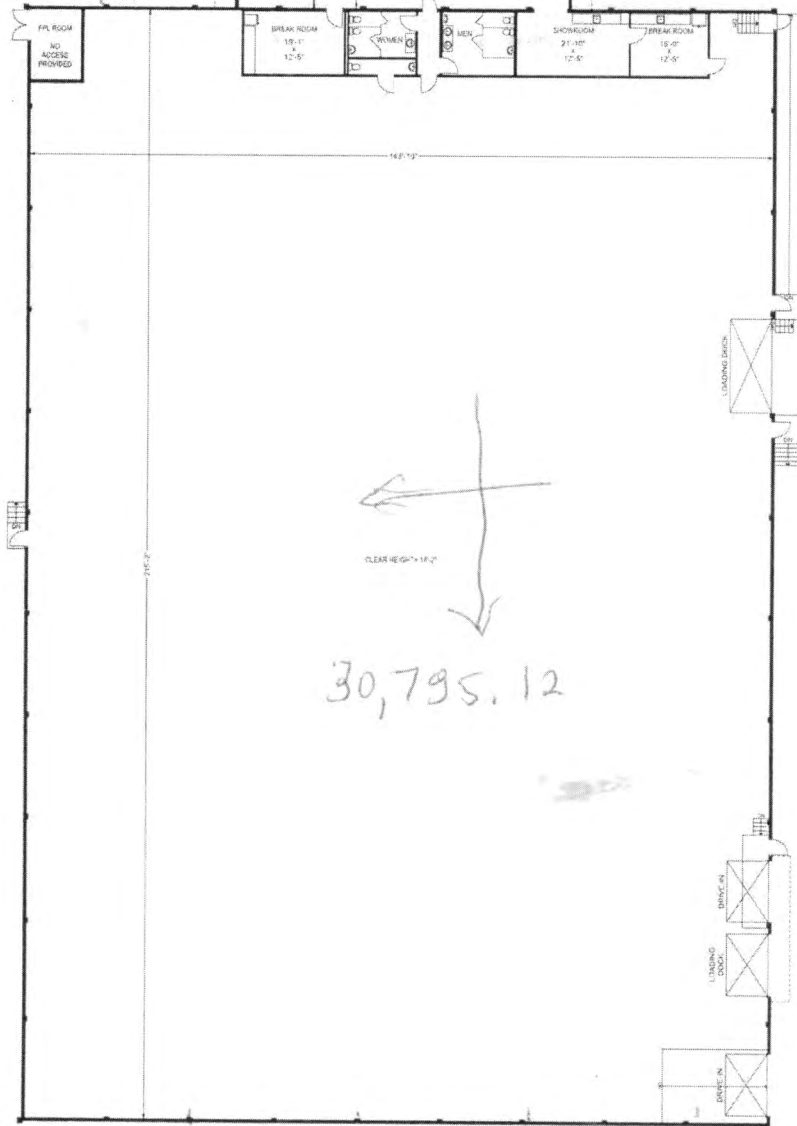
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12.4

177.66

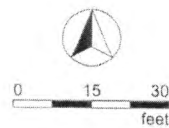
123
13.1

161.13

1487.73



30,795.12



<p>Client</p> <p>ELION PARTNERS</p>	<p>5280 NW 165th Street Hialeah, FL</p>	<p>Entire Building</p> <p>Plan Version: 1A</p> <p>Measured: 10/17/19</p> <p>Prepared: 10/23/19</p>	<p>phone: (305) 702-0590</p> <p>www.floridameasures.com</p> <p>mail@floridameasures.com</p> <p>@floridameasures</p> <p>FLORIDA MEASURES</p> <p><small>This work product has been created by Florida Measures, LLC pursuant to a contract with the Client for the sole benefit of and use by the Client. No third party may rely on this work product without the written consent of Florida Measures, LLC.</small></p>
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30,795.12
1487.73
177.66
161.13

TOTAL

32,621.64

**LOCAL
BUSINESS
TAX RECEIPT**

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

LBT

7289593

BUSINESS NAME/LOCATION

JE TIRES OF FLORIDA LLC
5280 NW 165TH ST
MIAMI GARDENS FL 33014

RECEIPT NO.

RENEWAL
7578560**EXPIRES****SEPTEMBER 30, 2021**

Must be displayed at place of business

Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER

JE TIRES OF FLORIDA LLC
C/O ROLAND NASR MGR

SEC. TYPE OF BUSINESS

220 TANGIBLE PERSONAL PROP DLR

PAYMENT RECEIVED
BY TAX COLLECTOR\$75.00 09/11/2020
CHECK21-20-087151

Employee(s) 7

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

**FDEP
WASTE TIRE
APPLICATION**



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

DEP Form #62-701.900(23)

Form Title: Waste Tire Processing
Facility Permit Application

Effective Date: January 6, 2010

Incorporated in Rule 62-711.530(6)

Waste Tire Processing Facility Permit Application

Permit No. _____

Renewal ☐ Modification ☐ Existing unpermitted facility ☐ Proposed new facility ☒

Part I-General Information:

A. Applicant Information:

1. Applicant Name: JE TIRES OF FLORIDA, LLC
2. Applicant Street Address: 5280 N.W. 165 STREET
3. City: _____ County: MIAMI-DADE Zip: 33014
4. Applicant Mailing Address: 5280 N.W. 165 STREET
5. City: MIAMI GARDENS County: MIAMI-DADE Zip: 33014
6. Contact person: ROLAND NASR Phone: 305-608-3008 FEID No: 46-2817471
7. Have any enforcement actions been taken by the Department against the applicant relating to the operation of any solid waste management facility in this state? This includes any Complaint, Notice of Violation, or revocation of a permit or registration, as well as any Consent Order in which a violation of Department rules is admitted. It does not include a Warning Letter, Warning Notice, Notice of Noncompliance, or other similar document which does not constitute agency action.
Yes ☐ No ☒ If yes, attach a history and description of the enforcement actions.

B. Facility Information:

1. Facility Name: JE TIRES OF FLORIDA, LLC
2. Facility Street Address (Main Entrance): 5280 N.W. 165 STREET
3. City: MIAMI GARDENS County: MIAMI-DADE Zip: 33014
4. Facility Mailing Address: 5280 N.W. 165 STREET
5. City: MIAMI GARDENS State: FLORIDA Zip: 33014
6. Contact Person: ROLAND NASR Phone: 305-608-3008
7. Facility Location Coordinates:
Section: 18 Township: 52 Range: 41
Latitude: _____ Longitude: _____
8. Anticipated date for starting construction JAN 2021 and for completion of construction JAN 2021
9. Anticipated date for receipt of tires JAN 2021 and for start of processing N/A

Mail completed form to
appropriate district office listed below

Northwest District
160 Government Center
Pensacola, FL 32501-5794
850-595-8360

Northeast District
7825 Baymeadows Way, Ste. 200 B
Jacksonville, FL 32256-7590
904-807-3300

Central District
3319 Maguire Blvd., Ste. 232
Orlando, FL 32803-3767
407-894-7555

Southwest District
13051 N. Telecom Pky
Temple Terrace, FL
813-632-7600

South District
2295 Victoria Ave., Ste. 364
Fort Myers, FL 33902-2549
239-332-6975

Southeast District
400 North Congress Ave.
West Palm Beach, FL 33401
561-681-6600

C. Land Owner Information (if different from applicant):

1. Owner's name: PP SUNSHINE OWNER LLC, C/O BLACKSTONE REAL ESTATE ADVISORS LP
2. Land owner's mailing address: 345 PARK AVENUE
3. City: NEW YORK State: NY Zip: 10154
4. Authorized Agent: GLENN WYLIE Agent's phone (786)269-4498
5. Current lease expires: INDEFINITE

D. Facility Operator Information (if different from applicant):

1. Operator's name: _____
2. Operator's mailing address: _____
3. City: _____ State: _____ Zip: _____
4. Contact person: _____ Phone: () _____

E. Preparer of Application:

1. Name of person preparing application: PETER P. BALJET, P.E., C.I.E.C.
2. Mailing address: 10331 S.W. 102 STREET
3. City: MIAMI State: FLORIDA Zip: 33176
4. Phone: (305)598-0199
5. Affiliation with facility: CONSULTING ENVIRONMENTAL ENGINEER

Part II-Operations:**A. Facility type (check appropriate box):**

- ☒ Waste tire processing facility.
- ☐ Waste tire processing facility with on-site disposal of processed tires or processing residuals.
- ☐ Waste tire processing facility with on-site consumption of waste tires or processing residuals.
- ☐ Permitted solid waste management facility modification to allow waste tire site and processing.

B. Type of processing facility (check as many as apply):

- ☐ Shredder ☐ Cutter ☐ Chopper ☐ Incinerator only ☐ Incinerator with energy recovery
- ☐ Pyrolysis ☐ Supplemental fuel user ☒ Other, explain STORAGE AND SALE OF USED TIRES

C. Storage: Indicate the maximum quantities of whole waste tires, processed waste tires, and processing residuals, expressed in tons, to be stored at the facility, in accordance with Rule 62-711.530(2), F.A.C.

	Outdoor Storage(tons)	Outdoor Storage (sq.ft)	Indoor Storage (tons)	Indoor Storage (sq.ft)	Total Storage (tons)
Whole waste tires:	<u>0</u>	<u>0</u>	<u>120</u>	<u>33,356</u>	<u>120</u>
Processed tires:	_____	_____	_____	_____	_____
Processing residuals:	_____	_____	_____	_____	_____
TOTALS:	<u>0</u>	<u>0</u>	<u>120</u>	<u>33,356</u>	

- D. For reporting quantity of tires in tons, tires will be: weighed on site ☒ weighed off site ☐
weights will be calculated ☐
- E. Facilities that will not be disposing of processed tires or processing residual on the facility site must indicate the permitted solid waste management facility where processed tires or residuals will be disposed.

1. Name of facility N/A
2. Street address: _____
3. City: _____ County: _____ Zip: _____

- F. Facilities that will be delivering processed tires to consuming facilities must describe the existing or proposed markets for those processed tires.

US AND INTERNATIONAL LOCATIONS

Part III-Attachments:

A. Facility design

NOTE: All maps, plan sheets, drawings, isometrics, cross sections, or aerial photographs shall be legible; be signed and sealed by a registered professional engineer responsible for their preparation; be of appropriate scale to show clearly all required details; be numbered, referenced to narrative, titled, have a legend of symbols used, contain horizontal and vertical scales (where applicable), and specify drafting or origination dates; and use uniform scales as much as possible, contain a north arrow and use NGVD for all elevations.

1. A topographic or section map of the facility, including the surrounding area for one mile, no more than one year old, showing land use and zoning within one mile of the facility
2. A plot plan of the facility on a scale of not less than one inch equals 200 feet. At a minimum, the plot plan shall include
 - a. The facility design, including the location and size of all storage and processing areas for used tires, unprocessed waste tires, processed waste tires, and waste tire processing residuals;
 - b. All wetlands and water bodies within the facility or within 200 feet of any storage area;
 - c. Stormwater control measures, including ditches, dikes, and other structures;
 - d. Boundaries of the facility, legal boundaries of the land containing the facility, and any easements or rights of way that are within the facility or within 200 feet of any storage area;
 - e. Location, size, and depth of all wells within the facility or within 200 feet of any storage area;
 - f. All structures and buildings that are, or will be, constructed at the facility; include those used in storage and processing operations;
 - g. All areas used for loading and unloading;
 - h. All access roads and internal roads, including firelanes;
 - i. Location of all fences, gates, and other access control measures; and
 - j. Location of all disposal areas within the facility.

B. Facility operation.

1. A description of the facility's operation, process and products including how waste tires will be received and stored.
2. A description of the equipment used for processing tires. This description shall include the make, model, and hourly capacity of each piece of equipment.
3. Description of the waste from the process, the amount of waste expected and how and where this waste will be disposed of.
4. Statement of the maximum daily throughput and the planned daily and annual throughput.
5. A description of how the operator will maintain compliance with each of the storage requirements of Rule 62 - 711.540, F.A.C.
6. A copy of the emergency preparedness manual for the facility with a statement of the on site and off site locations where that manual will be maintained.
7. A copy of the fire safety survey
8. A description of how 75% of the annual accumulation of waste tires will be removed for disposal or recycling.

- C. Completed closing plan for the facility as required by Rule 62-711.700(2) and (3), F.A.C.

- D. Attach proof of financial responsibility as requirement by Rule 62-711.500(3) OR a calculation showing that financial assurance documents, currently on file with the Department, are sufficient to assure closing of the waste tire site as well as any other solid waste management facility at that location.
- E. A letter from the land owner (if different from applicant) authorizing use of the land as a waste tire processing facility.
- F. If waste tires will be consumed or disposed of at the facility, attach a description of the other environmental permits that the applicant has for this use, including, permit number, date of issue, and name of issuing agency
- G. The permit fee as required in Rule 62-4, F.A.C.

Part IV-Certification:

A. Applicant:

The undersigned applicant or authorized representative of JE TIRES OF FLORIDA, LLC
Is aware that statements made in this form and attached information are an application for a
WASTE TIRE PROCESSING Permit from the Florida Department of Environmental Protection and certifies that
The information in this application is true, correct and complete to the best of his knowledge and belief.
Further, the undersigned agrees to comply with the provisions of Chapter 403, Florida Statutes, and all rules and
regulations of the Department. It is understood that the Department will be notified prior to the sale or legal transfer
of the facility



Signature of Applicant or Authorized Agent

PRESIDENT

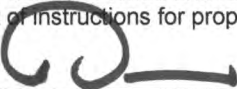
Name and Title

OCT 14 2020

Date

B. Professional Engineer registered in Florida.

This is to certify that the engineering features of this waste tire processing facility have been
Designed/examined by me and found to conform to engineering principals applicable to such facilities. In my
professional judgment, this facility, when properly maintained and operated will comply with all applicable statutes of
the State of Florida and rules of the Department. It is agreed that the undersigned will provide the applicant with a
set of instructions for proper maintenance and operation of the facility.



Signature

PETER P. BALJET, PRINCIPAL

Name and Title

PE 10745

Florida Registration Number

10331 S.W 102 STREET

Mailing Address

MIAMI, FLORIDA 33176

City, State, Zip

305-598-0199

Telephone number

OCT 14 2020

Date



**LETTER
OF
AUTHORIZATION**

JE TIRES OF FLORIDA, LLC
5280 N.W. 165 STREET
MIAMI GARDENS, FLORIDA 33014

September 30, 2020

RE: Authorization

To whom it may concern:

I, Roland Nasr, President of JE TIRES OF FLORIDA, LLC , authorize Mr. Peter P. Baljet, Principal, Baljet Environmental, Inc., 10331 S.W. 102 Street, Miami, Florida 33176 with Telephone: 305-598-0199, to process on behalf of JE, Permit Applications for a DERM Resource Recovery and Management Facility (RRMF) and an FDEP Waste Tire Processing Facility.

Sincerely,

JE TIRES, INC.

A handwritten signature in black ink, appearing to read 'Roland Nasr', with a long horizontal stroke extending to the right.

Roland Nasr
President

WATER AND SEWER CONNECTION



Miami-Dade Water and Sewer Department
P O Box 026055
Miami, FL 33102-6055

miamidade.gov/water

STONE INTERNATIONAL INC

Name: 5309602919
Account Number: 04/29/2020
Billing Date: 05/20/2020
Past Due Date:

Billing Inquiries (hours 8:00 AM - 7:00 PM) 305-665-7477
Report any hazardous conditions to 305-274-9272
Water Conservation Program Information- Call 311

Messages

Failure to address higher than normal bills within 30 days of their issue date may disqualify requests for possible bill credits.

Go green by enrolling in Paperless Billing and/or Auto Pay. Pay your bill and view your account on-line at www.miamidade.gov/water. To pay by phone using your bank account, call 1-800-565-1800. To use a credit card call 1-800-510-0880.

Our records indicate this account is enrolled in "E-PAY". If you are enrolled with the "AUTO-DEBIT" option, the bill balance will be automatically deducted from your bank account the day prior to the past due date shown on this bill.

Account Summary

Previous Balance \$ 131.52
Payment Received -131.52
Current Charges 221.61
Total Account Balance \$ 221.61

Service From	Service To	Meter Number	Days of Service	Prior Reading	Current Reading	Consumption in CCF	Consumption in Gallons
01/22/20	04/15/20	01403505	84	3558	3583	25	18700

Service Address: 5280 NW 165TH ST

Water Charges



Usage History

25
20
15

Water Charges
Hydrant Charge
Water Charges Subtotal

71.10
2.40
\$ 73.50

Miami-Dade Water and Sewer Department
P O Box 026055
Miami, FL 33102-6055

Name: STONE INTERNATIONAL INC

Account Number: 5309602919

Billing Date: 04/29/2020

Past Due Date: 05/20/2020

Billing Inquiries (hours 8:00 AM - 7:00 PM) 305-665-7477
 Report any hazardous conditions to 305-274-9272
 Water Conservation Program Information- Call 311

Page 2 of 3

Water Fees and Taxes
Meter Number: 01403505

Excise Tax 7.11
 Utility Service Fee 4.26
Water Fees and Taxes Subtotal \$ 11.37

Service From	Service To	Meter Number	Days of Service	Prior Reading	Current Reading	Consumption in CCF	Consumption in Gallons
01/22/20	04/15/20	01403505	84	3558	3583	25	18700

Sewer Charges



Sewer Charges 129.00
Sewer Charges Subtotal \$ 129.00

Description of Billing Terms

1. DEPOSIT REFUND/CREDIT - Retail customers with a good credit history will have their deposit credited to their account. Good credit history is defined as a period of two (2) years with no service interruptions combined with a record of less than three (3) late payments for a quarterly customer or less than five (5) late payments (for a monthly customer). Retail customers closing their accounts will be refunded their deposit, less any amount still due.

2. Consumption CCF (hundred cubic feet) - The department bills in hundred cubic feet which is expressed as CCF. One CCF is equivalent to 748 gallons. (For example: 10 CCF x 748 gallons = 7,480 gallons)

3. UTILITY SERVICE FEE - All water and sewer utilities in Miami-Dade County are required to pay this fee to support regulatory activities of the Permitting, Regulatory and Economic Resources Department.

4. HYDRANT CHARGE - A charge to the customer for the hydrant water service and for the installation, maintenance and repair of the hydrants. Customers in the unincorporated areas of Miami-Dade County and certain municipalities are billed this charge if their property is located within a radius of 660 feet of an existing fire hydrant, as per Miami-Dade County Code.

5. EXCISE TAX & STORMWATER CHARGE - This is a charge imposed by Unincorporated Miami-Dade County or certain municipalities. It is collected and remitted to either Miami-Dade County or the

ZONING AUTHORITY



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 10/3/2020

Property Information	
Folio:	34-2118-004-0016
Property Address:	5280 NW 165 ST Miami Gardens, FL 33014-6231
Owner	PP SUNSHINE OWNER LLC C/O BLACKSTONE REAL ESTATE ADVISORS L P
Mailing Address	345 PARK AVE NEW YORK, NY 10154 USA
PA Primary Zone	7300 INDUSTRIAL - HEAVY MFG
Primary Land Use	4236 HEAVY INDUSTRIAL : HEAVY IND OR LUMBER YARD
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	33,472 Sq.Ft
Lot Size	66,663 Sq.Ft
Year Built	1971



Assessment Information			
Year	2020	2019	2018
Land Value	\$1,066,608	\$1,066,608	\$866,619
Building Value	\$1,406,392	\$1,406,392	\$1,033,381
XF Value	\$0	\$0	\$0
Market Value	\$2,473,000	\$2,473,000	\$1,900,000
Assessed Value	\$2,473,000	\$2,473,000	\$1,900,000

Benefits Information				
Benefit	Type	2020	2019	2018
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
PALMETTO LAKES IND PARK SEC 2	
PB 87-6 /PARCEL 17/	
E227FT OF W705.49FT OF N293.66FT	
OF TR 1	
LOT SIZE 66663 SQ FT	

Taxable Value Information			
	2020	2019	2018
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,473,000	\$2,473,000	\$1,900,000
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,473,000	\$2,473,000	\$1,900,000
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,473,000	\$2,473,000	\$1,900,000
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,473,000	\$2,473,000	\$1,900,000

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
08/05/2020	\$3,600,000	32050-1708	Qual by exam of deed
07/05/2018	\$3,150,000	31057-0486	Qual by exam of deed
11/01/2005	\$2,309,568	23960-2699	Sales which are qualified
06/01/1988	\$5,606,200	13738-2654	Deeds that include more than one parcel

Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

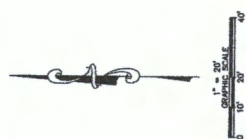
Version:

**LAND
USE
AUTHORITY**

**THE SUBJECT
JE TIRES OF FLORIDA, LLC
OPERATIONS ARE
PERMITTED VIA THE LEASE
AGREEMENT
ATTACHED TO THE DERM
RRMF APPLICATION**

BOUNDARY SURVEY

RUNNING FEATURES		RUNNING SYMBOLS	
1	START	1	START
2	STOP	2	STOP
3	GO	3	GO
4	STOP	4	STOP
5	GO	5	GO
6	STOP	6	STOP
7	GO	7	GO
8	STOP	8	STOP
9	GO	9	GO
10	STOP	10	STOP
11	GO	11	GO
12	STOP	12	STOP
13	GO	13	GO
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15	GO	15	GO
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97	GO	97	GO
98	STOP	98	STOP
99	GO	99	GO
100	STOP	100	STOP



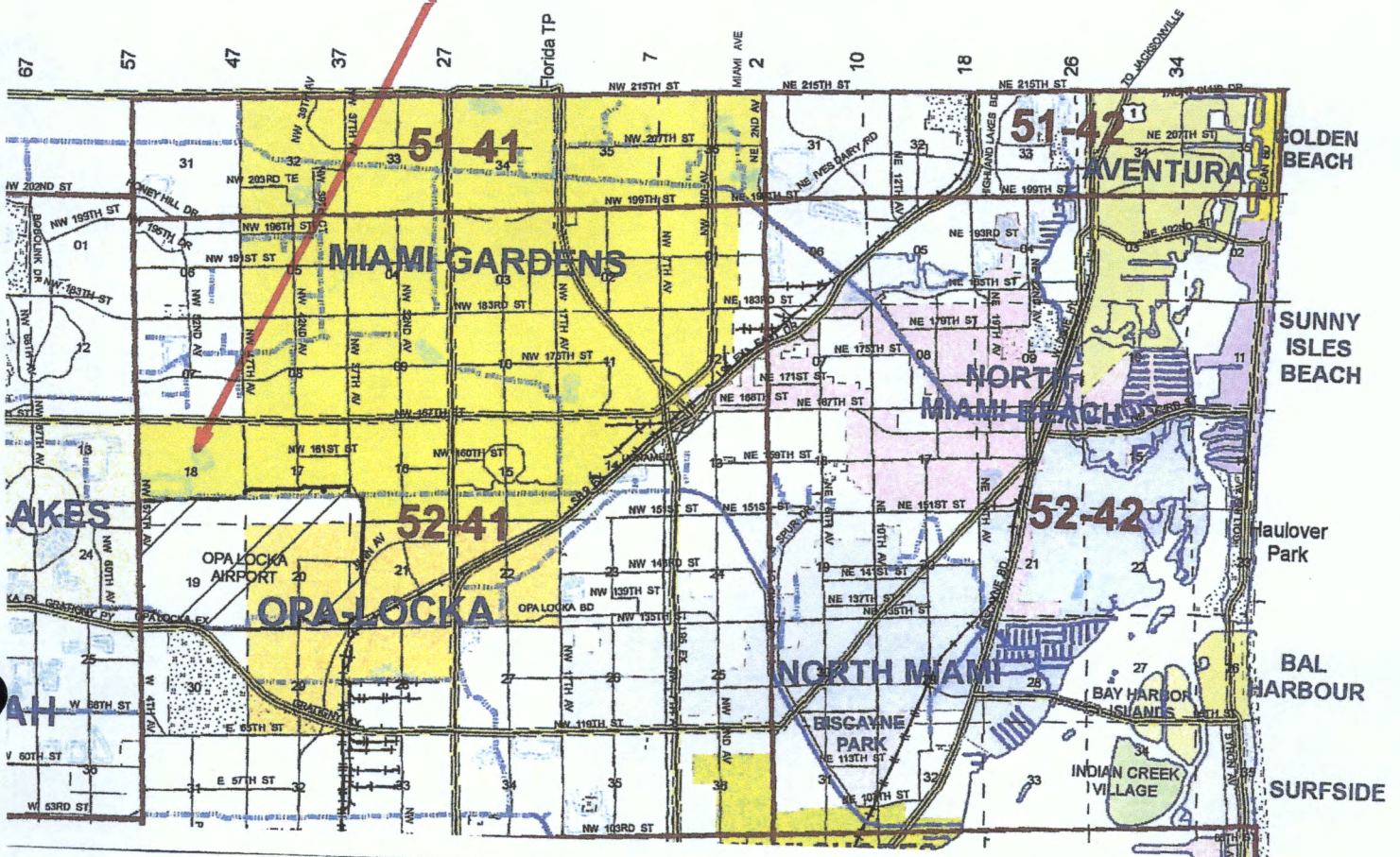
WELLS & ASSOCIATES, P.A.
1825 N. SHILOH DRIVE
DAYTONVILLE, AR 72702
79-443-1506
SERVE@SERVING.COM
GROWN BY: JH
COT RLP, 850-2433

SECTION MAP

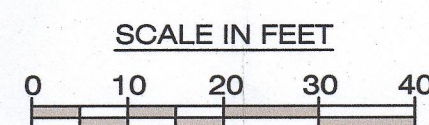
**JE TIRES, INC.
LOCATED IN
SECTION 18-52-41**

**NOTE: FULL SIZE SECTION NOT
AVAILABLE. MIAMI-DADE RECORDS
CLOSED DUE TO COVID EPISODE**

SECTION 18-52-41

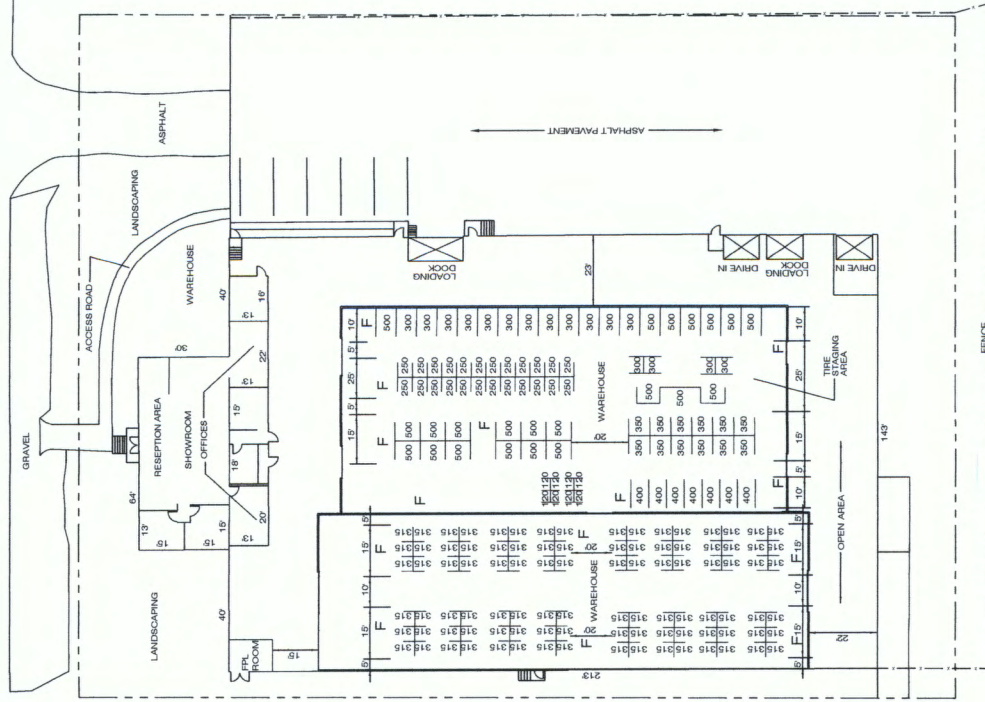


FACILITY SITE PLAN



DATE: Sept/21/2020
FILE: JE Tires 5280-Oct-9-2020-1
REVISION:

N.W. 165 STREET



SCALE IN FEET
0 10 20 30 40

SITE PLAN
SCALE 1" = 20'

LEGAL DESCRIPTION:

PARCETTES LOTS 7 AND 8, PARK SEC 2
P2227 FT OF W705.48 FT OF N203.66 FT
LOT 11, 12, 13, 14, 15, 16, 17, 18, 19, 20
LOT 12, 13, 14, 15, 16, 17, 18, 19, 20
OR 13759-2554-0088 2
COC 22860-2599 11 2005 1

RECEIVED
DERM

NOV 07 2020

POLLUTION REGULATION
DIVISION

NOTES:

1. APPROACH AND ACCESS ROADS ARE PAVEMENT AT ALL TIMES FOR ANY MOTOR VEHICLE.
2. ACCESS TO THE WAREHOUSE INTERIOR IS CONTROLLED THROUGH DOORS AND DOORS MUST BE KEPT CLOSED AT ALL TIMES, EXCEPT WHEN ACCESS IS REQUIRED FOR THE INSTALLATION OF TIRE STORAGE COMPARTMENTS.
3. TIRE STORAGE DIMENSIONS SHOWN ARE IN FEET.
4. CLEARANCE IN ANY DIRECTION FROM HEATERS, RADIANT SPACE HEATERS, DUCT FURNACES, AND FLUES SHALL NOT BE LESS THAN THREE FEET.

LEGEND

- 300' 1350' - STORAGE COMPARTMENTS IN TIRE STORAGE ARE MAXIMUM CAPACITY IS 60,000 USED TIRES
- F - FIRE EXTINGUISHER

OCT 14 2020



CLIENT:
JE TIRES OF FLORIDA, LLC
5280 N.W. 165 STREET
MIAMI, FLORIDA 33014

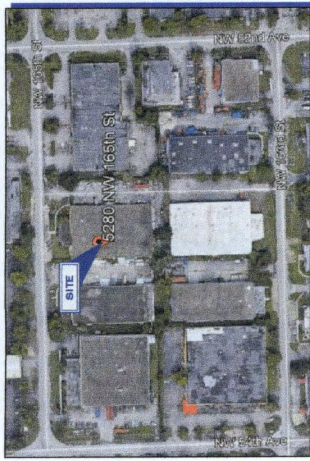
DRAWING TITLE:
**SITE PLAN WITH
TIRE STORAGE COMPARTMENTS**

PROJECT:
**USED TIRE STORAGE 60,000
TIRES MAXIMUM**

SHEET 1 OF 1
DATE: 08/01/2020
FILE: 22860-2599-11
REVISION:

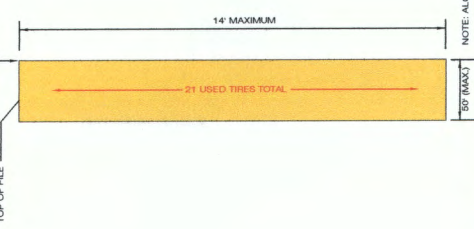


BALJET ENVIRONMENTAL INC.
ENVIRONMENTAL CONSULTING AND
CONSTRUCTION
10000 N.W. 165 STREET
MIAMI, FLORIDA 33014
TEL: (305) 555-0100 FAX: (305) 555-0101
WWW.BALJET-ENV.COM



AERIAL VIEW
N.T.S.

CEILING
NOT LESS THAN 3.0'



**TYPICAL TIRE PILE CONFIGURATION
IN STORAGE WAREHOUSE**
SCALE: 1" = 2'

**DESCRIPTION OF
TIRE/STORAGE
PROCESSING ACTIVITIES**

DESCRIPTION OF WASTE STORAGE/PROCESSING ACTIVITIES

**JE TIRES OF FLORIDA, LLC
5280 N.W. 165 STREET
MIAMI GARDENS, FLORIDA 33014**

SEPTEMBER 2020

In support of this description, refer to TAB "SITE PLAN". This facility purchases used tires in good condition for resale. There is no processing of tires. Upon the delivery of used tires via trucks and/or containers, the used tires are sorted for quality and size. Any foreign waste material is separated and sorted for later collection by a Miami-Dade County licensed waste hauler for final disposal. Unacceptable used tires (waste tires) are temporarily stored inside the warehouse in a designated space for pick up and final disposal on a routine basis throughout the year by a Miami-Dade County licensed waste hauler, or they may be hauled away by JE Tires trucks to a waste tire recycling facility. Used tires acceptable for resale are stored by size in separate bins located inside the warehouse (see SITE PLAN). The warehouse can contain up to some 1200 tons and more tires. The entire storage process is dry without any liquid or solid waste material other than waste tires being generated. All work is taking place inside the warehouse. Only one fork lift will be used to place the used tires inside their respective bins. Any and all tires will not be exposed to the elements of weather as they are kept inside the warehouse building.

120 Tons is the daily maximum quantity of used tires stored, 600 tons is the maximum of used tires stored at any one time. The maximum amount of time for storage is approximately one month. This may change depending on supply and demand. All storage will be in compliance with Rule 62-711.540(2) FAC.

The warehouse is secured from unauthorized access via rolling gates under lock and key. The immediate surroundings outside the warehouse are continuously monitored via camera surveillance equipment and recordation.

OPERATIONS PLAN

**PLAN OF OPERATIONS
OF
JE TIRES OF FLORIDA, LLC
5280 N.W. 165 STREET
MIAMI GARDENS, FLORIDA 33014**

SEPTEMBER 2020

JE Tires, Inc. (JE) will operate the property located at the above captioned location via a process consisting of receiving used tires in good condition into their warehouse and office building. This is followed by the unloading, sorting and storage of said used tires inside the warehouse. The storage configuration is shown under TAB "FACILITY SITE PLAN". Upon receipt of orders for the used tires, the tires will be staged for loading onto trucks or trailers or containers for shipment to the buyers. The buyers may be located in the US, Caribbean or other specific countries in the world. Tire service, such as mounting and dismounting on vehicles may be provided on an as needed basis.

The origin of the used tires is from many sources, but primarily in the US. There is no processing of said used tires. The daily flow of tires from this JE facility amounts to some 1000 tires. An inventory of some 12,000 tires is maintained. At the commonly used conversion factor of 100 tires/ ton this translates into 120 tons of tires. Tires which are not acceptable for resale are stored inside the warehouse in a designated area. When the number of unacceptable tires reaches 200, they are loaded into one container and hauled away by any one licensed Tire Recycling Company for final disposal.

The storage of the tires will be conducted in compliance with FDEP Rule 62-711.540(1)(a)(b)(c)(d)(e)(f)(g)(h)(i)(j) and (k). A copy of this Rule can be found under TAB "62-711/WASTE TIRE RULE". More storage details can be found under TAB "CONTINGENCY/EMERGENCY PLAN", specifically in connection with 62-711.540 Sections (d), (e-1, 2 and 3)(f) and (i). Compliance annotations covering the tire storage dimensions and setbacks, heights and ancillary requirements of 62-711.540(2) are disclosed on the FACILITY SITE PLAN (SEE TAB so entitled).

Tire handling equipment, such as forklifts, etc., are maintained by off-site providers. If any waste fluids are inadvertently generated during the subject maintenance activities, said fluids will be collected and properly stored into a container inside a secondary containment structure for later pick up by a licensed waste hauling Company for final disposal elsewhere.

All operations described above will be conducted inside the warehouse under the roof and within the confines of the warehouse facility.

CONTINGENCY/EMERGENCY PLAN

**EMERGENCY PREPAREDNESS MANUAL
FOR
JE TIRES OF FLORIDA LLC
5280 N.W.165 STREET
MAIMI GARDENS, FLORIDA 33014**

SEPTEMBER 2020

This Emergency Preparedness Manual has been prepared for JE Tires, Inc. (JE) and is permanently located in their administrative offices located at the above captioned address. In addition, a copy of this Manual is located at the offices of Baljet Environmental, Inc., 10331 S.W. 102 Street, Miami, Florida 33176.

EMERGENCY PREPAREDNESS

A. EMERGENCY CONTACTS:

In the event of an emergency or disaster the following agencies and persons are to be contacted. Contacts are to be executed depending on the nature of the emergency or disaster.

Miami-Dade County Emergency Operations Center	911
---	-----

NOTE: The Miami-Dade County Emergency Operations Center in turn will contact the Miami-Dade Fire Communications Office (FCO), which is the point of contact for gathering and documenting information as to a specific event. In addition, it is the responsibility of the FCO to provide ongoing assistance to personnel responding to the emergency or disaster.

Environmental Resources Management Department (DERM)	305-372-6955
--	--------------

Roland Nasr (JE Tires, Inc.)	305-608-3088
------------------------------	--------------

Peter P. Baljet, P.E., C.I.E.C. (Consultant to JE)	305-598-0199
--	--------------

B. EMERGENCY RESPONSE EQUIPMENT (ERE)

Appropriate ERE shall be kept on the JE premises at all times. ERE shall consist of fire extinguishers, battery powered radios, flashlights with extra batteries for each unit and general medical supplies. The fire extinguishers colored in red shall be placed throughout the JE facility

EMERGENCY PREPAREDNESS MANUAL

Page two of three

and clear visible and accessible. This equipment shall be employed immediately upon the onset of a fire. The purpose: To extinguish the fire before it gets out of control. Radios and flashlights shall be kept in the administrative offices and at selected work stations throughout the facility. These shall be used in the event of a disaster or any other event resulting in a power outage. Medical and general supplies shall be kept in the administrative offices and shall be administered (First Aid, etc.) on an as needed basis. All personnel shall receive training and briefings on a routine basis as to the location and use of all ERE.

The facility has 14 fire extinguishers throughout the warehouse (See Site Plan). Five are located in front of the warehouse near all the entrances. One is located in between the two offices inside the warehouse. Another one is located to the east of the larger office in between the storage bins of used tires. Three are located in the center of the warehouse and the remaining four are located in the rear (southern) part of the warehouse.

C. HOW TO USE A FIRE EXTINGUISHER

Most all fire extinguishers have a safety pin in the handle. This pin looks like a plastic or metal ring, at times colored red, and is held in place by a plastic seal. The distinctive features will vary depending on the type of fire extinguisher. The seal must be broken and the safety pin pulled from the handle before the fire extinguisher can be used via squeezing the lever which discharges the fire extinguishing agent. Specifically:

1. Pull the safety pin from the handle. The pin is located at the top of the fire extinguisher. Once removed, it releases the locking mechanism allowing the extinguisher to be discharged.
2. Aim the extinguisher nozzle or hose at the base of the fire. This removes the source or fuel of the fire. Keep yourself low.
3. Squeeze the handle or lever slowly to discharge the agent. Letting go of the handle will stop the discharge, so keep it held down.
4. Sweep side to side approximately 6 inches or 15 centimeters over the fire until expended. The sweeping motion helps to extinguish the fire. Stand several feet or meters back from the fire: fire extinguishers are manufactured for use from a distance.
5. The fire may flare up somewhat as extinguishing begins, due to the flames being pushed away from the burning material (the real target) by the agent and gust of propellant. This is not a cause for alarm so long as it dies back promptly.

EMERGENCY PREPAREDNESS MANUAL

Page three of three

D. FIRE EXTINGUISHING AND CLEANUP PROCEDURE

In the event of fire, assess the severity of the fire. If the fire is contained and the amount of dark smoke is minimal, locate the nearest fire extinguisher to contain the fire and have someone call 911 in case the fire spreads. In the event the fire spreads and is not containable with the use of fire extinguishers, the sprinklers should automatically start. All personnel should be evacuated from the building and await the arrival of the fire department. Close the areas of the facility impacted by the fire and post personnel to prohibit any inadvertent entry of outside personnel. Explain to the fire department that the fire is fueled by tires.

Upon the fire being extinguished the oil from the tire would have spread over the ground. Using sand and a shovel mix the oily material and collect it into containers. Properly dispose of the soiled sand with a licensed hazardous waste collector.

E. ADDITIONAL ACTIONS

A written report shall be issued by the operator on any emergency. Said report shall be submitted to DERM and FDEP within two weeks of any emergency pursuant to the requirements of 62-711.540(f), F.A.C.

The Facility Site Plan found under TAB "FACILITY SITE PLAN" is herewith appended to this manual. Said Plan reflects the compliance requirements specified for this waste tire facility, covering all technical and operational standards specified in 62-711.540. In addition, said Plan complies with the spacing and height requirements outlined in said section.

CLOSURE PLAN

JE TIRES OF FLORIDA, LLC

CLOSURE PLAN SEPTEMBER 2020

The warehouse is used to store used tires and to provide ancillary tire services on an as needed basis. The used tires are unloaded on the outside concrete platform, thence moved inside for storage. After sales, the tires are loaded inside the warehouse for subsequent delivery elsewhere. There is no processing, only selection of incoming used tires for condition and size. Equipment on location to accommodate these activities consists of a forklift, hand tools and tire mounting and dismounting tools. Any damaged tires are considered waste tires for the purpose of this operation.

In the event that the facility closes, the waste tires that remain on-site in their designated storage areas will be collected and shipped to a licensed recycling facility. Used tires in good condition will be sold and shipped to the buyers. In this regard, all used tires received in good condition have advanced orders prior to receiving them. Thus, upon closure of the facility, all used and waste tires and ancillary equipment will have been removed from the facility. There will be no potential for contamination, since there is no processing and equipment for same to be removed. Nonetheless, the storage areas and ancillary areas will be cleaned up. The cleaning process will consist of sweeping and vacuuming and cleaning of hard surfaces using pressurized water spray, wiping of surfaces and rinsing with potable water. Proper disposal of any solid and liquid residues from the cleaning process will follow. A final sweep of the entire facility will be conducted. In the end, the warehouse will be empty and clean and closed with lock and key to prevent any further and inadvertent access.

COST OF CLOSURE:

The cost of closure is based on the total warehouse capacity of 60,000 tires. Even though our in-house actual cost for loading, transportation and disposal amounts to \$0.50/Tire, our cost estimate will be conservatively based on \$1.25/Tire. This is

CLOSURE PLAN
SEPTEMBER 2020
Page two of two

in line with your guidance stipulating that this be the minimum tire disposal cost in accordance with fees charged by certain Miami-Dade County waste tire management installations.

The above leads to the following closure cost calculation: 60,000 Tires X \$1.25/Tire = \$75,000.

The following page provides a letter from MMD Tires Corporation stating that the collection and disposal of "junk" tires from JE Tires will cost \$1.25/Tire. This page is followed by a letter to Mr. Vega at DERM certifying the above captioned Closure Cost.



MMD

9975 N.W. 88TH AVE.
MIAMI, FLORIDA 33178
TEL: 305-805-9390
1-800-977-9390
FAX: 305-805-9391
E-MAIL: info@mmdtires.com
www.mmdtires.com

To JE Tires:

MMD Enterprises will collect junk tires from JE Tires and dispose at our location 9975 NW 88th Ave Medley FL, 33178 at the rate of \$1.25 per tire.

Thank you,

Elias Dammous

President

September 30, 2020

Mr. Johnny Vega, P.E., Manager
Environmental Permitting Center
Environmental Resources Management
Miami-Dade RER
701 N.W. 1st Court, 7th Floor
Miami, Florida 33136-3912



**RE: Closure Cost/Waste Tire Processing RRMF Application
JE Tires of Florida, LLC
3690 N.W. 62 Street
Miami, Florida 33142**

Dear Mr. Vega:

On behalf of JE Tires of Florida, LLC (JE), we are herewith submitting for your review and approval our closure cost estimate covering the above captioned facility. The maximum waste tire inventory is established at 60,000 tires.

Even though our actual in-house cost for loading, transportation and disposal amounts to \$0.50/Tire, we are calculating our closure cost estimate at \$1.25/Tire. This to comply with guidance from your office stipulating that this cost be the minimum tire disposal cost as experienced by certain Miami-Dade Waste Tire handling facilities.

The above leads to the following estimated cost:

Total Closure Cost is 60,000 X \$1.25/Tire = \$75,000.00

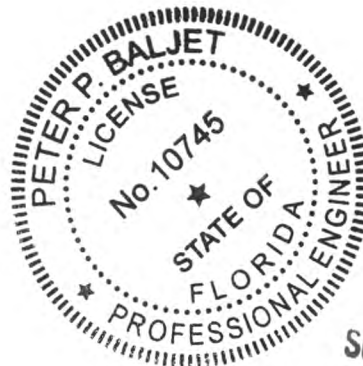
Upon receipt of your approval, JE will provide the corresponding proof of financial assurance.

Sincerely,

BALJET ENVIRONMENTAL, INC.

Peter P. Baljet, PE, CIEC
Principal

cc: Nasr, JE Tires of Florida, LLC



SEP 30 2020

**PWWM APPROVAL
OF
DERM RRMF
APPLICATION**

PWWM
APPROVAL
PENDING

**62-711, FAC
WASTE TIRE RULE**

**CHAPTER 62-711
WASTE TIRE RULE**

62-711.300	Waste Tire Permit Requirements
62-711.400	Waste Tire Prohibitions
62-711.500	Waste Tire Site Notification and Requirements
62-711.520	Waste Tire Collector Requirements
62-711.530	Waste Tire Processing Facility Requirements
62-711.540	Storage Requirements
62-711.550	Waste Tire Collection Center Requirements
62-711.700	Closing of Waste Tire Sites (Repealed)
62-711.801	General Permits

62-711.300 Waste Tire Permit Requirements.

(1) General provisions relating to solid waste management may be found in chapter 62-701, F.A.C., including statements of intent, definitions, prohibitions, general permitting requirements, alternate procedures, and forms. Except where the context indicates otherwise, these general provisions apply to this chapter.

(2) Waste tire processing facilities shall obtain a permit and shall meet the requirements for waste tire processing facilities in rule 62-711.530, F.A.C.

(3) Waste tire collection centers which are not exempt from permitting under subsection 62-711.300(9), F.A.C., shall obtain a permit and shall meet the requirements for waste tire collection centers in rule 62-711.550, F.A.C.

(4) Waste tire collectors shall register with the Department and shall meet the requirements for waste tire collectors in rule 62-711.520, F.A.C.

(5) In lieu of obtaining a separate waste tire processing facility permit or collection center permit, solid waste management facilities may submit existing permits for modification to authorize the storage and processing of waste tires if they maintain a waste tire site and process the waste tires for recycling or disposal. Conditions of certification for facilities certified before February 19, 1989, pursuant to chapter 403, part II, F.S., shall be automatically modified pursuant to the provisions of section 403.511(5)(a), F.S. No permit fee shall be required.

(6) Waste tire sites which are not an integral part of a waste tire processing facility shall be closed in compliance with rule 62-711.700, F.A.C.

(7) All permits issued under this rule, except for general permits pursuant to rule 62-711.801, F.A.C., must include an approved closing plan which meets the requirements of rule 62-711.700, F.A.C.

(8) All permit applications shall be accompanied by the appropriate permit fee, as specified in this chapter or in rule 62-4.050, F.A.C.

(9) A permit is not required under this chapter for tire storage at:

(a) A tire retreading business, unless 1,500 or more waste tires are stored on the business premises;

(b) A single facility that, in the ordinary course of business, removes tires from motor vehicles, unless 1,500 or more waste tires are stored on the business premises, or

(c) A retail tire-selling business which is serving as a waste tire collection center, unless 1,500 or more waste tires are stored on the business premises.

(10) Facilities which receive and consume processed tires for use as a fuel source or raw material shall not be required to obtain a waste tire processing facility permit for storage of this material, provided the following specifications and conditions are met:

(a) The processed tires conform to specifications for nominal one-inch chips, as specified in Table I, or conform to specifications for crumb rubber, as specified in Table II.

TABLE I Nominal 1-inch Processed Tire Chip		
Characteristic	Specification	Testing Procedure
Particle Size	≤ 10% by weight retained on a 2" square sieve	Sieve Analysis Procedure: ASTM D 422-63 (Reapproved 1990)

	≤ 5% total by weight passing through a # 4 sieve	
Wire Content	≤ 1% by weight free wire	No established procedure. Magnetically or physically separate and weigh free wire as a % of a sample weighing 15-25 pounds
	≤ 3% of the particles contain bead wire	No established procedure. Physically separate and count particles containing bead wire as a % of a sample of at least 100 particles

TABLE II
Crumb Rubber

Characteristic	Specification	Testing Procedure
Particle Size	0% by weight retained on a .05" square sieve	Sieve Analysis Procedure: ASTM D 422-63 (Reapproved 1990)
Wire Content	≤ 1% by weight free wire	No established procedure. Magnetically or physically separate and weigh free wire as a % of total sample weighing 15-25 pounds
Fabric Content	≤ 10% by weight	No established procedure. Physically separate and weigh fabric as % of a total sample weighing 15-25 pounds

(b) Storage of either nominal one-inch chips or crumb rubber shall conform to paragraphs 62-711.540(1)(b), (g) and (h), subsections (2) and (3), F.A.C., except that maximum pile height shall be limited to 10 feet.

(c) For facilities consuming nominal one-inch chips, the maximum processed tire inventory shall be limited to the following:

1. For facilities which have been in operation less than six months, one month's projected usage based on design capacity, or
2. For other facilities, two times the average actual monthly usage during the preceding six months.

3. For single project applications, the entire stockpile shall be consumed within 120 days of its initial formation.

(d) Processed tires, including those meeting the above specifications for nominal one-inch chips or crumb rubber, shall be transported only by a registered waste tire collector.

(e) Facilities which cut, shred, or otherwise alter whole waste tires, or accept processed tires for further processing, are considered waste tire processing facilities, and the processed tires produced will be considered waste tires, even if the resulting processed tire material meets the above specifications for nominal one-inch chips or crumb rubber. Facilities that receive, consume, or process whole waste tires or processed tires other than these specified types and sizes will continue to be regulated as waste tire processing facilities.

(f) Specific references to the following document is made in this rule: ASTM Method D 422-63 (Reapproved 1990), Standard Test Method for Particle-Size Analysis of Soils, Reapproved and editorial changes made September 1990. This document is adopted as a standard and is incorporated into this rule by reference. The reference document is available for inspection at any of the Department's district offices.

Rulemaking Authority 403.704, 403.717 FS. Law Implemented 403.707, 403.717 FS. History—New 2-19-89, Amended 11-7-90, 2-28-94, Formerly 17-711.300, Amended 12-17-96, 3-22-00.

62-711.400 Waste Tire Prohibitions.

(1) No person may maintain a waste tire site unless such site is an integral part of a permitted waste tire processing facility, except as provided in rule 62-711.500, F.A.C. For the purpose of this rule, "an integral part of a waste tire processing facility" means the waste tire site is on the same property as the processing facility.

(2) No person shall dispose of waste tires except at a permitted solid waste management facility which includes any facility permitted by the Department for the disposal of waste tires. Collection or storage of waste tires at a permitted waste tire processing facility or waste tire collection center prior to processing or use does not constitute disposal, provided that the collection and storage complies with rule 62-711.540, F.A.C. Collectors are advised that it has been the experience of the Department that local law enforcement officers frequently prosecute persons who illegally dispose of waste tires under section 403.413, F.S.

(3) Whole waste tires may not be disposed of in a landfill. Waste tires that have been cut into sufficiently small parts may be disposed of or used as initial cover at a permitted landfill.

(a) For use as initial cover, a sufficiently small part means that 70 percent of the waste tire material is cut into pieces of 4 square inches or less and 100 percent of the waste tire material is 32 square inches or less.

(b) For purposes of disposal, a sufficiently small part means that the tire has been cut into at least eight substantially equal pieces. Any processed tire which is disposed of in a landfill and which does not meet the size requirement of subsection (a), above, must receive initial cover, as defined in subsection 62-701.200(53), F.A.C., once every week.

(4) No person shall store waste tires unless the waste tires are:

(a) Collected and stored at a permitted waste tire collection center;

(b) Collected and stored before processing at a waste tire site which is an integral part of a permitted waste tire processing facility;

(c) Collected and stored before processing and recycling or disposal in a permitted solid waste management facility, or

(d) Collected and stored at a facility exempted under rule 62-711.300, F.A.C.

(5) No person may contract with a waste tire collector for the transportation, disposal, or processing of waste tires unless the collector is registered with the Department or exempt from registration requirements. Any person contracting with a waste tire collector for the transportation of more than 25 waste tires per month from a single business location shall maintain records for that location and make them available for review by the Department or by law enforcement officers. These records shall contain the date when the tires were transported, the quantity of tires, the registration number of the collector, and the name of the driver.

Rulemaking Authority 403.704, 403.717 FS. Law Implemented 403.717 FS. History—New 2-19-89, Amended 11-7-90, 9-8-92, 2-28-94, Formerly 17-711.400, Amended 3-22-00.

62-711.500 Waste Tire Site Notification and Requirements.

(1) The owner or operator of any waste tire site shall provide the Department with information concerning the site's size, location, and the quantity of waste tires accumulated at the site. Form 62-701.900(20) shall be used for such information, and shall include the following:

(a) Name of owner and operator;

(b) Mailing address of owner and operator, including the telephone number and county;

(c) Location, including the street address, township, range and section, latitude and longitude;

(d) Property size and the dimensions of the waste tire pile; and,

(e) Quantity of waste tires accumulated at the site.

(2) Owners or operators of waste tire sites shall meet the storage standards of rule 62-711.540, F.A.C.

(3) Owners or operators of waste tire sites shall provide closing cost estimates for the quantity of waste tires on their site or the quantity of waste tires that they are permitted to have on their site, whichever is greater. The cost estimate shall be the amount that would be expended to remove, process, and dispose of waste tires on the site and to close the site. The costs shall be based on a third party, who is not a subsidiary or parent company, performing the work, reported on a per unit basis. Quantity estimates shall be certified by a Professional Engineer. The cost estimate shall be re-estimated at least annually and submitted to the Department at least 60 days prior to the anniversary date of the instrument.

(a) Owners or operators of waste tire sites shall provide the Department with proof of financial assurance issued in favor of the State of Florida in the amount of the closing cost estimate for the facility. This proof, along with the closing cost estimate, shall be submitted to the Department as part of the permit application for the facility. Proof of financial assurance shall consist of one or more of the following financial instruments: surety bonds, including performance bonds or financial guarantee bonds; irrevocable letters of credit; insurance; and trust funds. Financial documents shall be submitted on forms provided by the Department in accordance with the requirements of paragraphs (c) and (d) of this subsection.

(b) Landfills which meet the financial assurance requirements of rule 62-701.630, F.A.C., or which are operating under a consent order that specifies how financial assurance shall be provided are not required to submit separate closing cost estimates or financial assurance documents under this rule.

(c) 40 C.F.R. PART 264 Subpart H, which contains the United States Environmental Protection Agency (EPA) rules on financial requirements for owners and operators of hazardous waste facilities, is adopted as the financial requirements for purposes of this rule and is incorporated by reference as it appears in 40 C.F.R. 264, revised as of July 1, 1988, except:

1. The following sections of 40 C.F.R. 264 Subpart H are specifically not adopted as part of this rule:
a. 264.140(a); 264.140(b); 264.141; 264.142; 264.143(f); 264.143(h); 264.144; 264.145; 264.146; 264.147; 264.149; 264.150; and 264.151.

b. All references to 40 C.F.R. Part 265.

c. All references to 40 C.F.R. Part 264 not contained in Subpart H.

d. All references to EPA Regions.

e. All references to RCRA, or Section 3008 of RCRA.

f. All references to Post-closure Care and Post-closure Cost Estimate.

2. References in 40 C.F.R. 264 Subpart H to EPA shall mean the State of Florida Department of Environmental Protection; to Regional Administrator shall mean the Secretary of the Department; to RCRA permits shall mean waste tire processing facility permits; to closure shall mean closing the waste tire site; to EPA identification number shall mean the Department identification number; to hazardous waste shall mean waste tires; and to hazardous waste treatment, storage or disposal facilities shall mean waste tire sites.

(d) Forms 62-701.900(5)(a), (b), (c), (d), (g), and (h), as adopted in rule 62-701.900, F.A.C., are incorporated by reference herein, and shall be used when submitting proof of financial assurance under this section.

(4) Any person owning or operating a waste tire site under a Consent Order with the Department which is less stringent than this rule shall modify the Consent Order to meet the requirements of this rule. The existence of such a Consent Order, unless modified, is not a defense to any enforcement action the Department may initiate for violations of this rule.

(5) Permitted solid waste management facilities which are not an integral part of a waste tire processing facility may maintain a waste tire site only if the site is used for the storage of waste tires prior to processing. If the facility has executed a bona fide contract with a waste tire processing facility or a mobile tire chopper, cutter, or shredder which assures that all waste tires on the site will be processed every three months, it is presumed that the site is used for storage prior to processing. If all waste tires are not processed every three months, the facility must demonstrate to the Department that the site is used for storage prior to processing rather than disposal.

Rulemaking Authority 403.704, 403.717 FS. Law Implemented 403.717 FS. History—New 2-19-89, Amended 2-28-94, Formerly 17-711.500, Amended 12-17-96, 3-22-00.

62-711.520 Waste Tire Collector Requirements.

(1) The requirements of this section apply to collectors of waste tires.

(2) Persons who use company-owned or company-leased vehicles to transport tire casings for the purposes of retreading between company-owned or company-franchised retail tire outlets and retread facilities owned or franchised by the same company are not considered waste tire collectors unless they also transport waste tires.

(3) Any waste tire collector engaged in collecting or transporting waste tires for the purpose of storage, sale, recycling, reuse, disposal, or processing shall display on each vehicle used a current decal with the waste tire collector registration number obtained from the Department for that vehicle. The decal shall be affixed to the outside of the driver's front door of each vehicle used to transport waste tires. Common carriers displaying an Interstate Commerce Commission number may display decals on removable marking panels. The registered waste tire collector is responsible for all waste tire activities conducted through the use of his decal. Theft of a decal, as documented by a police report, will suspend this responsibility until the decal is recovered.

(4) To obtain or renew a waste tire collector registration number and approval to transport waste tires, a collector shall submit an application on Form 62-711.900(18) to the Department. All waste tire collector registrations expire on April 1 each year, unless renewed. Renewal applications shall be submitted annually by March 1. For a new collector, the application shall be submitted at least 30 days before the collector intends to begin transporting waste tires. The application shall contain at least the following information:

(a) The business name of the collector, any other name the collector has used when collecting tires in the last three years, the mailing address of the collector, the street address where records are kept, the telephone number of the collector, and the Federal Employer Identification number (FEID) of the collector;

(b) The name and date of birth of the individual in charge of waste tire collection operations and, for a corporation, the state and date of incorporation. Non-Florida corporations shall also include the name and address of their Florida Registered Agent;

(c) A legible copy of the current motor vehicle registration showing the state of registration, the year, make, tag number, vehicle

identification number, and registered vehicle owner for each vehicle used for transporting waste tires, and, if the vehicle is not owned by the collector, the authorization of the vehicle owner for his vehicle to be registered for waste tire collection;

(d) The Interstate Commerce Commission number of the owner if the vehicle is to be operated as a common carrier;

(e) Where the waste tires will be collected, and where they will be delivered or deposited; and,

(f) For renewal applications, the annual report required in subsection (7), below.

(5) All vehicles operated by the same collector from a single location may be registered by a single application with separate listings for each vehicle.

(6) A waste tire collector shall record and maintain for three years the following information regarding its activities for each three month period of operation, which records shall be available for inspection by Department personnel during normal business hours:

(a) The total quantity of waste tires collected expressed in tons;

(b) Where or from whom the waste tires were collected and the quantity, in tons, collected from each;

(c) Where the waste tires were deposited and the quantity, in tons, deposited at each location. The waste tire collector shall keep receipts or other written materials documenting where all waste tires were deposited, stored or disposed of for at least three years.

(7) Waste tire collectors shall submit to the Department an annual report that summarizes the information collected under subsection (6), above. The information shall be submitted to the Department on Form 62-701.900(22), provided by the Department. This report shall be submitted to the Department annually by March 1 with the annual registration fee and renewal application as a condition of renewing and maintaining a registration.

(8) Any person who fails to comply with this rule is subject to having their waste tire collector registration denied, suspended, or revoked, as well as other penalties provided by law.

(9) When a waste tire collector registration expires or is surrendered, suspended or revoked, the applicant shall immediately remove all registration decals from all vehicles.

(10) A waste tire collector shall deposit waste tires for storage or disposal only at a permitted waste tire processing facility, a permitted or exempt waste tire collection center, a permitted solid waste management facility, or at another site permitted by the Department to receive waste tires. Waste tires which have been removed from their site of origin and are on board a motor vehicle are considered deposited if that motor vehicle has not moved over public highways in the previous seven days.

(11) An annual fee shall be submitted to the Department with the application for registration. The fee per vehicle is \$35.00. The replacement fee for a lost or destroyed registration decal is \$15.00.

(12) The Department shall, by letter, issue a restricted registration to allow a person to move waste tires from one specified location to a permitted facility within the state if necessary for the purpose of complying with an order of the Department, a court, or a local government. The original restricted registration shall be in the vehicle at any time that waste tires are being transported.

Rulemaking Authority 403.704, 403.717 FS. Law Implemented 403.717 FS. History—New 2-19-89, Amended 11-7-90, 2-28-94, Formerly 17-711.520, Amended 3-22-00.

62-711.530 Waste Tire Processing Facility Requirements.

(1) All waste tires shall be stored in accordance with the waste tire site requirements in Rule 62-711.500, F.A.C.

(2) A waste tire processing facility shall not accept any waste tires for processing if it has reached its permitted storage limit for any category of waste tires, or if the number of waste tires on the site exceeds the quantity estimate in the closing cost estimate. The maximum storage limits that will be set in a waste tire processing facility permit are:

(a) For the aggregate of whole waste tires, processed waste tires, and residuals, 60 times the daily through-put of the processing equipment being used; however, whole waste tires shall not exceed 30 times the daily through-put of the processing equipment being used; and,

(b) For used tires, 10,000 used tires stored separately from other waste tires.

(3) At least 75 percent of the whole tires, used tires, and processed tires that are delivered to or are contained on the site of the waste tire processing facility at the beginning of each calendar year shall be processed and removed for disposal or recycling from the facility during the year, or disposed of on the site at a permitted solid waste management facility. Processed tires stored for recycling or disposal shall meet the minimum size requirements specified in paragraph 62-711.400(3)(b), F.A.C., unless a demonstration is made as part of a permit application or modification that storage of a larger size will not adversely affect the environment or the public health or welfare, and that storage of a larger size is necessary for purposes of recycling or transportation.

Initial cover shall not be required for stored, processed tires that are not in excess of the storage limit of the facility.

(4) The owner or operator of a waste tire processing facility shall record and maintain for three years the following information regarding their activities, which records shall be available for inspection by Department personnel during normal business hours:

(a) For all waste tires shipped from the facility, the name and waste tire collector registration number of the waste tire collector who accepted the waste tires for transport, and the quantity of waste tires shipped with that collector; and if the waste tires were shipped with a person who is not a waste tire collector, the number of tires shipped, the person's name, address and telephone number; and the place where the waste tires were deposited;

(b) For all waste tires received at the facility, the name and waste tire collector registration number of the collector who delivered the waste tires to the facility, and the quantity of waste tires received from that collector; and if more than five waste tires were delivered by a person who is not a waste tire collector, the number of tires delivered and the person's name, address and telephone number; and,

(c) For all waste tires removed for recapping, the quantity and type removed, and the name and location of the recapping facility receiving the tires.

(5) Owners and operators of waste tire processing facilities shall submit quarterly reports to the Department that summarize the information collected under subsection (4), above. These reports shall be submitted by the 20th of the month following the close of each calendar quarter. The report shall be submitted to the Department on Form 62-701.900(21). In addition to the information required in subsection (4), above, the following information shall be included:

(a) The facility name, address and permit number;

(b) The quarter covered by the report;

(c) The total quantity, by category, of waste tires received at the facility during the quarter covered by the report;

(d) The total quantity, by category, of waste tires shipped from the facility during the quarter covered by the report;

(e) The total quantity of waste tires processed during the quarter;

(f) The total quantity, by category, of waste tires located at the facility on the last day of the quarter; and,

(g) A list of all dates on which one or more category of waste tires exceeded the storage limit, which category was in excess, and how this condition was relieved or will be relieved.

(6) Applications for processing facility permits shall be submitted to the Department on Form 62-701.900(23).

(7) Processing facilities that will process less than 1,500 tires during any 30 days and store less than 1,500 waste tires on any day may be permitted as "Small processing facilities." The owner or operator of such a facility shall submit a permit application to the Department on Form 62-701.900(24). The application fee for a "Small processing facility" is \$500.00. A small processing facility is subject to the same requirements as a waste tire processing facility, but is exempt from the specific requirements of subsections 62-711.530(1), (2) and (6), and paragraph 62-711.540(3)(e), F.A.C.

Rulemaking Authority 403.704, 403.717 FS. Law Implemented 403.087, 403.717 FS. History—New 2-19-89, Amended 11-7-90, 2-28-94, Formerly 17-711.530, Amended 3-22-00.

62-711.540 Storage Requirements.

(1) All waste tire sites, collection centers, processing facilities, and disposal facilities which store waste tires shall comply with the following technical and operational standards:

(a) If the site receives waste tires from the public, a sign shall be posted at the entrance of the site stating operating hours, cost of disposal and site rules.

(b) No operations involving the use of open flames shall be conducted within 25 feet of a waste tire pile.

(c) An attendant shall be present when the site is open for business if the site receives waste tires from the public.

(d) Fire protection services for the site shall be assured through notification to local fire protection authorities. A fire safety survey shall be conducted at least annually and the survey report shall be made part of the next quarterly report.

(e) The operator of the site shall prepare and keep at the site an emergency preparedness manual. A copy of the current manual shall be kept at an off-site location designated by the operator. The manual shall be updated at least once a year and upon changes in operations at the site. The manual shall contain the following elements:

1. A list of names and numbers of persons to be contacted in the event of a fire, flood, or other emergency,

2. A list of the emergency response equipment at the site, its location, and how it should be used in the event of a fire or other emergency; and,

3. A description of the procedures that should be followed in the event of a fire, including procedures to contain and dispose of the oily material generated by the combustion of large numbers of waste tires.

(f) The operator of the site shall immediately notify the Department in the event of a fire or other emergency which poses an unanticipated threat to the public health or the environment. Within two weeks of any emergency, the operator of the site shall submit to the Department a written report on the emergency. This report shall describe the origins of the emergency, the actions that were taken to deal with the emergency, the results of the actions that were taken, and an analysis of the success or failure of the actions.

(g) The operator of the site shall maintain records of the quantity of waste tires received at the site, stored at the site, and shipped from the site.

(h) If the operator of the site is not the owner of the property, the operator shall obtain written authorization to operate the facility from the owner of the property.

(i) Communication equipment shall be maintained at the waste tire site to assure that the site operator can contact local fire protection authorities in case of a fire.

(j) The owner or operator shall provide for control of mosquitoes and rodents so as to protect the public health and welfare.

(k) An approach and access road to the waste tire site shall be kept passable for any motor vehicle at all times.

(2) All waste tire sites, collection centers, processing facilities, and disposal facilities which store waste tires indoors must comply with the following additional technical and operational standards:

(a) Tire piles may not be more than 50 feet in width, except that piles along a wall shall not be more than 25 feet in width.

(b) The width of main aisles between tire piles shall be not less than eight feet.

(c) The clearance from the top of storage to sprinkler deflectors or roof structures shall not be less than three feet.

(d) The clearance in any direction from unit heaters, radiant space heaters, duct furnaces, and flues shall not be less than three feet.

(e) When waste tires are stored up to 15 feet high, walls between adjacent warehouse areas and between manufacturing and warehouse areas shall have not less than a four-hour fire rating.

(f) When waste tires are stored over 15 feet high, walls between manufacturing and warehouse areas shall have a fire rating of not less than six hours and steel columns shall have one hour fireproofing. If the top of storage exceeds 20 feet in height, two-hour fireproofing shall be provided for the column and its connections with other structural members.

(g) An automatic sprinkler system installed in compliance with "The Standard for Storage of Rubber Tires," NFPA 231D, published by the National Fire Protection Association, Battery March Park, Quincy, Massachusetts, incorporated herein by reference, may be substituted for fire walls and column fireproofing.

(h) At any time when an attendant is not present, access to the site shall be controlled through the use of doors, fences, gates, natural barriers, or other means.

(3) All waste tire sites, collection centers and any processing or disposal facilities which store waste tires outdoors must comply with the following additional technical and operational standards:

(a) A waste tire site shall not be constructed, maintained or operated in or within 200 feet of any natural or artificial body of water, including wetlands within the jurisdiction of the Department, except bodies of water contained completely within the property boundaries of the facility which do not ordinarily discharge from the site to surface waters. A person may maintain a waste tire site within the 200-foot setback area upon demonstration to the Department, as part of a permit application or modification, that permanent control methods for residuals will result in compliance with water quality standards in chapters 62-302 and 62-520, F.A.C. Stormwater control methods shall meet stormwater requirements of chapters 62-25 and 62-330, F.A.C., as applicable. The site shall be managed in such a way as to divert stormwater or floodwaters around and away from the storage piles. This section shall not apply to artificial reefs constructed pursuant to Department permit.

(b) An outdoor waste tire pile shall have no greater than the following maximum dimensions:

1. Width: 50 feet,
2. Area: 10,000 square feet; and,
3. Height: 15 feet.

(c) A 50-foot wide fire lane shall be placed around the perimeter of each outdoor waste tire pile. Access to the fire lane for emergency vehicles must be unobstructed at all times.

(d) Access to the site shall be controlled through the use of fences, gates, natural barriers or other means.

(e) The site shall be bermed or given other adequate protection if necessary to keep liquid runoff from a potential waste tire fire from entering water bodies.

(f) The waste tire site shall be kept free of grass, underbrush, and other potentially flammable vegetation at all times.

(4) For all waste tire sites, collection centers, processing facilities, and disposal facilities which store processed waste tires, the temperature of any above-ground piles of compacted, processed tires over ten feet high shall be monitored and may not exceed 300 degrees Fahrenheit. Temperature control measures shall be instituted so that pile temperatures do not exceed 300 degrees Fahrenheit. Temperature monitoring and controls are not required for processed tires disposed of in permitted landfills.

(5) Any residuals from waste tire processing must be managed so as to be contained onsite, and must be controlled and disposed of in a permitted solid waste management facility or properly recycled.

(6) The Department shall approve exceptions requested by an applicant as part of a waste tire processing facility permit application or modification to the preceding technical and operational standards if:

(a) No waste tires are stored on that site for more than one month; and,

(b) The Department, after consultation with the local fire authority, is satisfied that the site owner or operator has sufficient fire suppression equipment or materials on site to extinguish any potential waste tire fire within an acceptable length of time.

Rulemaking Authority 403.704, 403.717 FS. Law Implemented 403.717 FS. History—New 2-19-89, Amended 11-7-90, 2-28-94, Formerly 17-711.540, Amended 3-22-00.

62-711.550 Waste Tire Collection Center Requirements.

(1) The owner or operator of a waste tire collection center shall meet the following requirements:

(a) Store no more than 1,500 waste tires at the collection center at any one time;

(b) At least once a year, remove all waste tires which are not used tires from the site for recycling, processing, or disposal; and

(c) Comply with the storage requirements in rule 62-711.540, F.A.C.

(2) Applications for collection center permits shall be submitted to the Department on Form 62-701.900(25). The application shall contain the following information:

(a) the name, address, FEID number, and telephone number of the owner and operator of the facility, and the name, address, and telephone number of the facility;

(b) A description of the general operation of the facility including quantities of waste tires received per month;

(c) A description of arrangements made to acquire fire protection services for the facility;

(d) The township, range, and section numbers and latitude and longitude of the facility; and,

(e) A description of how and where the waste tires will be disposed of.

(3) The permit for a collection center shall be valid for five years, unless revoked, suspended, or surrendered.

(4) The application fee for a collection center permit is \$500.00.

Rulemaking Authority 403.704, 403.717 FS. Law Implemented 403.717 FS. History—New 2-28-94, Formerly 17-711.550, Amended 3-22-00.

62-711.700 Closing of Waste Tire Sites.

Rulemaking Authority 403.704, 403.717 FS. Law Implemented 403.717 FS. History—New 2-19-89, Amended 11-7-90, 2-28-94, Formerly 17-711.700, Amended 3-22-00, Repealed 2-16-12.

62-711.801 General Permits.

(1) A person operating mobile waste tire processing equipment shall operate pursuant to a general permit for each processing unit and shall meet the applicable general permit requirements in rules 62-4.510 through 62-4.540, F.A.C., and comply with the following conditions:

(a) The processing equipment shall be located at:

1. A waste tire site that is at a permitted solid waste management facility or waste tire processing facility,

2. A waste tire site or waste tire collection center or any other site where waste tires are stored that is not accepting waste tires,

or

3. A waste tire collection center that is accepting waste tires if the mobile processing equipment has not operated at that site for more than three of the preceding 30 days,

(b) If the processing equipment is located at a waste tire site, the owner or operator of the waste tire site shall notify the Department as required by rule 62-711.500, F.A.C.; and,

(c) All processed tires and residuals shall be removed from the site for recycling or further processing, or shall be disposed of in a permitted solid waste management facility within 30 days after the completion of the chopping, cutting, or shredding operation.

(2) To obtain a general permit the owners and operators of the mobile equipment shall notify the Department on Form 62-701.900(19). The notification shall be submitted at least 30 days before the operation begins or the existing general permit expires. The notification shall contain the following information:

(a) The name, address, FEID number, and telephone number of the owner and operator of the mobile equipment; and,

(b) A description of the general operation of the equipment, including make, model, serial number, nameplate capacity, input size limitations, and product capabilities; and,

(c) A description of how and where the waste tires will be disposed of.

(3) Owners or operators of mobile processing equipment shall report to the Department every three months, describing each site at which the mobile equipment has operated. The owner or operator shall use Form Number 62-701.900(19) for such reports.

(4) The general permit for a mobile waste tire processing equipment shall be valid for one year. A general permit may be renewed by submission of the notification required in subsection (2), above.

(5) If mobile waste tire processing equipment operates at any site for more than 120 consecutive days, that site shall be considered a waste tire processing facility and shall require a permit pursuant to rule 62-711.530, F.A.C.

Rulemaking Authority 403.704, 403.717, 403.814 FS. Law Implemented 403.717, 403.814 FS. History—New 2-19-89, Amended 2-28-94, Formerly 17-711.801, Amended 3-22-00.