Prepared by and Return to:
Louis P. Archambault, Esq.
SAUL EWING ARNSTEIN & LEHR, LLP
200 South Biscayne Boulevard
Suite 3600
Miami, Florida 33131

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (the "Memorandum") dated this 9th day of October, 2019 is by and between THE CITY OF FORT LAUDERDALE, a municipal corporation of Florida (the "Lessor") and FIRST INDUSTRIAL HARRISBURG, L.P., a Delaware limited partnership (the "Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain unrecorded Lease Agreement dated June 20, 2019 as amended by a First Amendment to Lease Agreement executed contemporaneously with this Memorandum (collectively, the "Lease"), for the "Premises" defined therein and attached as Exhibit "A" to this Memorandum; and

WHEREAS, the parties desire to execute and record this Memorandum to confirm in the Public Records in and for Broward County, Florida certain rights, duties and responsibilities of the parties as provided in the Lease.

NOW, THEREFORE, in consideration of the premises herein, the sum of ONE AND NO/100th DOLLARS ($1.00) and other good and valuable consideration in hand paid by each party to the other, the receipt and adequacy whereof is hereby acknowledged, the Lessor and Lessee do hereby acknowledge and affirm:

1. The foregoing recitals are true and correct and are incorporated herein by reference. This Memorandum is not a complete summary of the Lease. Provisions in this Memorandum shall not be used to construe or interpret Lease provisions. In the event of a conflict between this Memorandum and the Lease, the Lease shall govern and control.

2. The Term defined in Paragraph 4 of the Lease is fifty (50) years, commencing on the Commencement Date of July 1, 2019 and ending on June 30, 2069, unless the Term is sooner terminated pursuant to the provisions of the Lease.

4. The following is hereby stated in accordance with Florida Statutes Section 713.10 as provided in Paragraph 7(c) of the Lease:

> (c) No liens created. Each party covenants and agrees that it has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title and interest of the other party in and to the Premises covered by this Lease Agreement, and that no third person shall ever be entitled to any lien, directly or indirectly derived through or under the other party, or its agents or servants, or on account of any act or omission of any other party, except for the lien, if any, reserved upon the Lessee's leasehold interest in the Premises by a leasehold mortgage pursuant to Paragraph 41, below. All persons contracting with the Lessee, or furnishing materials or labor to the Lessee, or to its agents or servants, as well as all persons whomsoever, shall be bound by this provision of the Lease Agreement. Should any such lien be filed, the Lessee shall discharge the same within thirty (30) days after Lessee is notified of same, by paying the same or by filing a bond, or otherwise, as permitted by law. The Lessee shall not be deemed to be the agent of the Lessor so as to confer upon a laborer bestowing labor upon the Premises, or upon a materialman who furnishes material incorporated in the construction of Improvements upon the Premises, a mechanic's lien upon the Lessor's estate under the provisions of Chapter

713, Florida Statutes (2011), and any subsequent revisions or amendments of that law.

5. Nothing contained herein shall be deemed to modify, limit, or in any way abridge or amend any term or condition of the Lease.

(EXECUTION PAGES TO FOLLOW)

LESSOR

WITNESSES:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida.

Jeanette A. Johnson
Jeanette A. Johnson
Print Name

By _____
DEAN J. TRANTALIS, Mayor

Mary J. Matthews
Mary J. Matthews
Print Name

By _____
CHRISTOPHER J. LAGERBLOOM
City Manager

(SEAL)

Approved as to form:
ALAIN E. BOILEAU, City Attorney

ATTEST:

_____
LYNN SOLOMON, Assistant City Attorney

_____
JEFFREY A. MODARELLI, City Clerk

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization this 29th day of January, 2020, by DEAN J. TRANTALIS, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.

(SEAL)

JEANETTE A JOHNSON
Notary Public - State of Florida
Commission # GG 276785
My Comm. Expires Jan 31, 2023
Bonded through National Notary Assn.

Jeanette A. Johnson
Signature: Notary Public, State of Florida

Jeanette A. Johnson
Name of Notary Typed, Printed or Stamped

☒ Personally Known

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☑ physical presence or □ online notarization this 27 day of January, 2020, CHRISTOPHER J. LAGERBLOOM, ICMA-CM, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida.

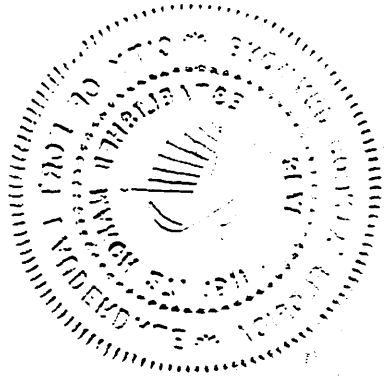
(SEAL)

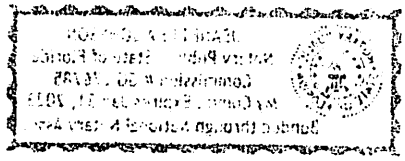
GINA RIZZUTI-SMITH
MY COMMISSION # GG 083510
EXPIRES: March 15, 2021
Bonded Thru Budget Notary Services

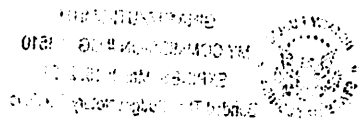
Gina Rizzuti Smith
Signature: Notary Public, State of Florida

☒ Personally Known

_____
Name of Notary Typed, Printed or Stamped







LESSEE

WITNESSES:

Kara Brown
[Witness print name]

ALEJANDRO MALIAS
[Witness print name]

FIRST INDUSTRIAL HARRISBURG, L.P. a Delaware limited partnership

By _____

PETER E. BACCILE
[Print Name]

Title: PRESIDENT & CEO

ATTEST:

HEATHER SCHONBERG, Secretary
[Print Name]

(CORPORATE SEAL)

STATE OF Illinois:
COUNTY OF Cook:

The foregoing instrument was acknowledged before me this 4th day of November, 2019 by Peter E. Baccile, as President & CEO, of FIRST INDUSTRIAL HARRISBURG, L.P., a Delaware limited partnership, on behalf of the entity. He/She is personally known to me or has produced _____ as identification and did not (did) take an oath.

(SEAL)

JESSICA BUCHMAN
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
October 20, 2022

Notary Public, State of
Signature of Notary taking Acknowledgment

Jessica Buchman
Name of Notary Typed, Printed or Stamped

My Commission Expires:
Oct. 20, 2022

Commission Number
809930

35611162.1 11/01/2019

EXHIBIT A

The Land referred to herein below is situated in the County of Broward, State of Florida, and is described as follows:

LOTS 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 & 31, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 63, PAGE 8, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

LESS AND EXCLUDING THE FOLLOWING PROPERTIES (collectively, the "Conservation Easement"):

PORTIONS OF LOTS 12 AND 13, "FORT LAUDERDALE INDUSTRIAL AIRPARK - SECTION2", ACCORDING TO THE PLAT THEREOF, AS RECORODED IN PLAT BOOK 63, PAGE 8, OF THE PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 12; THENCE SOUTH 88°09'08" WEST ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 13, FOR 101.66 FEET; THENCE NORTH 1°49'53" WEST, FOR 285.75 FEET; THENCE NORTH 87°18'01" EAST, FOR 5.99 FEET TO THE POINT OF CURVATURE WITH A CURVE CONCAVE TO THE NORTH, SAID CURVE HAVING A RADIUS OF 297.00 FEET AND A CENTRAL ANGLE OF 13°09'58"; THENCE EASTERLY ALONG SAID CURVE FOR 68.25 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 578.00 FEET AND A CENTRAL ANGLE OF 13°09'58"; THENCE EASTERLY ALONG SAID CURVE FOR 132.82 FEET TO A POINT OF TANGENCY; THENCE NORTH 87°18'01" EAST, FOR 200.94 FEET; THENCE SOUTH 1°48'01" EAST ALONG A LINE 15 FEET WESTERLY OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE EASTERLY BOUNDARY OF SAID LOT 12, FOR 306.04 FEET TO A POINT AT THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, THE RADIUS POINT OF SAID CURVE BEARS NORTH 40°28'57" WEST FROM SAID POINT; THENCE WESTERLY ALONG A SOUTHERLY BOUNDARY OF SAID LOT 12, AND AN ARC OF SAID CURVE, HAVING A RADIUS OF 40.00 FEET, AND A CENTRAL ANGLE OF 38°38'05", FOR 26.97 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°09'08" WEST ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 12, FOR 279.03 FEET TO THE POINT OF BEGINNING.

AND

PORTIONS OF LOTS 6 AND 7, "FORT LAUDERDALE INDUSTRIAL AIRPARK - SECTION2", ACCORDING TO THE PLAT THEREOF, AS RECORODED IN PLAT BOOK 63, PAGE 8, OF THE PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 7; THENCE N 87°17'34" E ALONG THE NORTHERLY BOUNDARY OF SAID LOT 6, FOR 249.44 FEET; THENCE S 2°42'26" E, FOR 93.00 FEET TO A POINT OF CURVATURE WITH A

CURVE CONCAVE TO THE WEST, SAID CURVE HAVING A RADIUS OF 780.78 FEET AND A CENTRAL ANGLE OF 08°04'39"; THENCE SOUTHERLY ALONG SAID CURVE FOR 110.07 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE WEST, SAID CURVE HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 02°29'31"; THENCE SOUTHERLY ALONG SAID CURVE FOR 8.90 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 522.00 FEET AND A CENTRAL ANGLE OF 09°18'07"; THENCE SOUTHERLY ALONG SAID CURVE FOR 84.75 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 5.00 FEET AND A CENTRAL ANGLE OF 87°04'02"; THENCE SOUTHWESTERLY ALONG SAID CURVE FOR 7.60 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°14'05" WEST FOR 551.45 FEET; THENCE NORTH 1°46'00" WEST FOR 241.46 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE SOUTHEASTERLY, SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 89°03'34"; THENCE NORTHEASTERLY ALONG SAID CURVE FOR 77.72 FEET; THENCE N 87°17'34" E ALONG THE NORTHERLY BOUNDARY OF SAID LOT 7, FOR 274.97 FEET TO THE POINT OF BEGINNING.

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "Amendment") is entered into as of the 9th day of October, 2019 between THE CITY OF FORT LAUDERDALE, a municipal corporation of Florida (the "Lessor") and FIRST INDUSTRIAL HARRISBURG, L.P., a Delaware limited partnership (the "Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain unrecorded Lease Agreement dated June 20, 2019 (the "Lease") for the "Premises" defined therein; and

WHEREAS, Lessor and Lessee desire to further amend the Lease as set forth herein.

NOW, THEREFORE, in consideration of the provisions and agreements contained herein, the parties hereto agree as follows:

1. Recitals; Definitions. The recitals set forth above are true and correct and are hereby incorporated into this Amendment. Unless otherwise defined in this Amendment, definitions or capitalized terms as set forth in the Lease shall be the defined terms used in this Amendment.

2. Commencement Date. The "Commencement Date" as defined in Section 3(k) shall be hereby amended to be July 1, 2019.

2. Description. The Legal Description for the Lease shall be replaced by Exhibit "A" attached hereto.

3. Paragraph (b) (4) of Section 8 is deleted and replaced with the following:

(4) At no time shall adjusted rent be less than the Base Rent specified above. The Base Rent shall be adjusted annually as described above but in no event shall the increase in Base Rent exceed 2% over the Base Rent for the immediately proceeding prior year.

5. Ratification. Except as modified and amended by this Amendment, all of the terms, covenants and conditions of the Lease are hereby ratified and confirmed and shall continue to be and remain in full force and effect throughout the remainder of the term of the Lease.

6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

(EXECUTION PAGES TO FOLLOW)

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

LESSOR

WITNESSES:

CITY OF FORT LAUDERDALE, a Florida municipal corporation

Janette A. Johnson
Jeanette A. Johnson
Print Name

By_____
Dean J. Trantalis, Mayor

Mary J. Matthews
Mary J. Matthews
Print Name

By_____
Christopher J. Lagerbloom
City Manager

(CORPORATE SEAL)

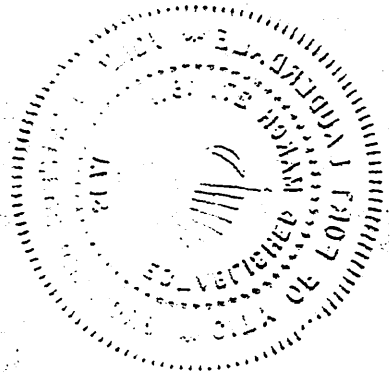
ATTEST:

_____
Jeffrey A. Modarelli, City Clerk

Approved as to form:
Alain E. Boileau, City Attorney

_____
Lynn Solomon, Assistant City Attorney

35612065.1
35952485.1



LESSEE

WITNESSES:

Kara Brown
[Witness print name]

ALEJANDRO MACIAS
[Witness print name]

FIRST INDUSTRIAL HARRISBURG, L.P. a Delaware limited partnership

By

PETER E. BACCILE
[Print Name]

Title: PRESIDENT & CEO

ATTEST:

~~HEATHER SCHONBERG~~ Secretary
[Print Name]

(CORPORATE SEAL)

STATE OF Illinois:
COUNTY OF Cook:

The foregoing instrument was acknowledged before me this 4th day of November, 2019 by Peter E. Baccile, as President & CEO, of FIRST INDUSTRIAL HARRISBURG, L.P., a Delaware limited partnership, on behalf of the entity. He/She is personally known to me or has produced — as identification and did not (did) take an oath.

(SEAL)

JESSICA BUCHMAN
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
October 20, 2022

Notary Public, State of
Signature of Notary taking Acknowledgment

Jessica Buchman
Name of Notary Typed, Printed or Stamped

My Commission Expires:
Oct. 20, 2022

Commission Number
809930

35612065.1
35952485.1

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COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

1 L G
1/30/2020

Today's Date: 1/24/2020

DOCUMENT TITLE: Memorandum of Lease – First Industrial Harrisburg, L.P.

COMM. MTG. DATE: 2/19/19 **CAM #:** 19-0087 **ITEM #:** R-7 **CAM attached:** ☒YES ☐NO

Router Name/Ext: Shaniece Louis / Ext. 5036 **Action Summary attached:** ☐YES ☒NO

CIP FUNDED: ☐ YES ☐ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least $50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

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1) City Attorney's Office: Documents to be signed/routed? ☒YES ☐NO # of originals attached: 1

Is attached Granicus document Final? ☐YES ☐NO ☒ N/A Approved as to Form: ☒YES ☐NO

Date to CCO: 1/24/2020 Lynn Solomon (Attorney's Name) **LS** (Initials)

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2) City Clerk's Office: # of originals: 1 **Routed to:** MJ Matthews/CMO/x5364 **Date:** 1/24/2020

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3) City Manager's Office: CMO LOG #: Jan. 99 1/24/2020 Document received from: CCO

Assigned to: CHRIS LAGERBLOOM ☒ ROBERT HERNANDEZ ☐ ASHLEY BOXER ☐
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: **R. HERNANDEZ** _____ (Initial/Date) PER ACM: **A. BOXER** _____ (Initial/Date)
☐ **PENDING APPROVAL** *(See comments below)*
Comments/Questions:

Forward 1 originals to ☒ Mayor ☒ CCO **Date:** 1/27/2020

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4) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) **Date:** _____

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5) City Clerk: Forward _____ originals to CAO for **FINAL APPROVAL** **Date:** _____

6) CAO forwards _____ originals to **CCO**

7) City Clerk: Scan original and forwards 1 originals to: Shaniece Louis / CAO / Ext. 5036
(Name/Dept/Ext)

Attach __ certified Reso # ____ ☐YES ☐NO **Original Route form to Shaniece Louis.**

*****PLEASE EMAIL AN EXECUTED COPY TO SHANIECE LOUIS *******