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OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

Agenda Item No. 14(A)(1)

Date: November 3, 2015

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Sublease Agreement between Miami-Dade County and PETCO Animal Supplies Stores, Inc., for the Use of a Portion of the Retail Store Located at 6200 South Dixie Highway in South Miami, Florida to Establish a Satellite Pet Adoption Center for the Animal Services Department

Resolution No. R-1024-15

Recommendation
It is recommended that the Board of County Commissioners (Board) approve a resolution authorizing the execution of the attached Sublease Agreement between Miami-Dade County (County) and PETCO Animal Supplies Stores, Inc. (PETCO), which allows the Animal Services Department (ASD) to utilize a portion of the PETCO store located at 6200 South Dixie Highway in South Miami, Florida (Premises) to establish a satellite pet adoption center for the promotion of pet adoptions. More specifically, the resolution authorizes the County Mayor or the County Mayor's designee to execute a Sublease Agreement with PETCO, which permits the ASD to utilize approximately 1,611 of square feet within the PETCO Premises to establish a satellite adoption center, which would facilitate pet adoptions from this location.

Scope
The property is located in Commissioner Xavier L. Suarez's District 7.

Fiscal Impact/Funding Source
The County will pay PETCO a nominal fee of $1.00 annually for the initial three-year term and the rent for the renewal option period shall be mutually determined at that time by the parties. The fiscal impact for this Sublease Agreement alone during the initial term is $3.00.

The total fiscal impact to the County for the first year of the initial lease term will be approximately $215,000.00, which includes the nominal fee to sublease the Premises and the expenses associated with establishing this satellite adoption center and operation costs for the year. The annual cost for operations and maintenance is estimated at $200,000.00 for each of the following two (2) years of the initial term. This amount is comprised of operating costs for a satellite adoption center, which includes maintenance of the facility and equipment, personnel, pet care and pet supplies. The total fiscal impact for the initial term of this Sublease Agreement, including all associated expenses, is $615,000.00. All funds necessary for the establishment and operation of this satellite adoption center will be derived from general funds.

Track Record/Monitor
The County has no record of negative performance issues with PETCO. Lorna Mejia, Chief of Shelter Services and Live Release Programs in the Animal Services Department will monitor this sublease.

Delegation Authority
This resolution authorizes the County Mayor, or the County Mayor's designee, to execute the attached Sublease Agreement with PETCO and to exercise any and all rights conferred therein.

Background

As part of the County's No Kill Plan, the ASD would like to establish satellite adoption centers for the benefit of County residents, in an effort to facilitate pet adoptions and reduce the overpopulation of abandoned pets throughout the County. Accessibility to these services for residents in the eastern portion of the County is limited due to the shelter's current location. The attached Sublease Agreement with PETCO would establish a greater presence in the South Miami area, which would allow ASD better accessibility to residents in this area.

Additional Lease details are as follows:

LEASE TERM:	Three (3) years, with automatic renewal unless terminated by the parties.
EFFECTIVE DATES:	Commencing upon the first day of the next calendar month following the effective date of the resolution by the Board of County Commissioner approving this Sublease Agreement.
RENTAL RATE:	The annual rent for the proposed Sublease Agreement will be $1.00 for the initial term of the Sublease Agreement. The rental rate for the renewal option period shall be determined by the parties at a future date.
LEASE CONDITIONS:	ASD responsibility includes the maintenance of the subleased area including, janitorial and custodial services and trash disposal, as well as providing all necessary care to the pets participating in this satellite adoption center.
OTHER PROPERTIESEVALUATED:	N/A

Attachment

Alina T. Hudak
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime and Members, Board of County Commissioners

DATE: November 3, 2015

FROM: Abigail Price-Williams, County Attorney

SUBJECT: Agenda Item No. 14(A)(1)

Please note any items checked.

_____	**"3-Day Rule" for committees applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Ordinance creating a new board requires detailed County Mayor's report for public hearing**
✓	**No committee review**
_____	**Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**
_____	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(1)
11-3-15

RESOLUTION NO. R-1024-15

RESOLUTION APPROVING TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR, OR THE COUNTY MAYOR'S DESIGNEE, OF A SUBLEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND PETCO ANIMAL SUPPLIES STORES, INC., ALLOWING THE COUNTY'S ANIMAL SERVICES DEPARTMENT TO UTILIZE A PORTION OF THE PETCO RETAIL STORE LOCATED AT 6200 SOUTH DIXIE HIGHWAY IN SOUTH MIAMI, FLORIDA, AS A SATELLITE ADOPTION CENTER FOR A NOMINAL ANNUAL RENT OF $1.00 PER YEAR FOR THREE YEARS, WITH TOTAL FISCAL IMPACT TO THE COUNTY OF $615,000.00 FOR THE THREE-YEAR TERM OF THE AGREEMENT; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the terms of, and authorizes the County Mayor or Mayor's designee to execute a Sublease Agreement between Miami-Dade County and PETCO Animal Supplies Stores, Inc. ("PETCO"), in substantially the same form attached hereto and made a part hereof, in order to allow the Miami-Dade County Animal Services Department to utilize space within the PETCO retail store located at 6200 South Dixie Hwy, South Miami, Florida as a satellite adoption center, for a nominal annual rent of $1.00 per year for three years, with a total fiscal impact to the County approximately $615,000.00 for the initial three-year term, and authorizes the County of Mayor, or the County Mayor's designee, to exercise any and all other provisions contained therein.

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

Jean Monestime, Chairman	**aye**		
Esteban L. Bovo, Jr., Vice Chairman	**aye**		
Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Dennis C. Moss	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of November, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Sabrina Levin

SUBLEASE AGREEMENT

by and between

PETCO ANIMAL SUPPLIES STORES, INC.

And

Miami-Dade County

PETCO ANIMAL SUPPLIES STORES, INC.
Sublease Agreement
Miami Dadeland/ Store 1794

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SUBLEASE AGREEMENT

This **SUBLEASE AGREEMENT** (the "Sublease"), made this 23 day of February, 2015,by and between **PETCO ANIMAL SUPPLIES STORES, INC.**, a Delaware corporation (hereinafter referred to as "Sublessor"), and Miami-Dade County, a political subdivision of the State of Florida(hereinafter referred to as to as "Sublessee");

WITNESSETH:

1. RECITALS

(a) WHEREAS, Sublessor is a retail seller of pet-related products, operating stores within the United States and Mexico;

(b) WHEREAS, Sublessee is a political subdivision of the State of Florida, operating its own Animal Services Department, which is dedicated to finding homes for domestic companion cats, rabbits, and small animals placed within its care;

(c) WHEREAS, Sublessor is possessed of certain real property located at 6200 South Dixie Hwy, South Miami, FL pursuant to that certain certain Lease Agreement dated October 6, 1989, as amended and assigned by and between Kimco South Miami 634, Inc., as landlord ("Master Lessor") and Petco Animal Supplies Stores, Inc., Sublessor as "Tenant," which premises are commonly referred to as Petco Store # 1794 (the "Petco Premises");

(d) WHEREAS, Sublessee is desirous of leasing approximately 1,611 square feet within the Petco Premises, as further set forth on Exhibit "A" attached hereto and made a part hereof (such leased space hereinafter referred to as the "Subleased Premises") as a satellite adoption facility to use for companion animal adoptions through its Animal Services Department;

(e) WHEREAS, Sublessor is willing to support the efforts of Sublessee by leasing the Subleased Premises to Sublessee for the purpose of facilitating the adoption of companion animals during regular business hours of Sublessor and subject to the terms and conditions contained herein;

(f) WHEREAS, the covenants and agreements of Sublessee contained in this Sublease are valuable consideration and an inducement for Sublessor to agree to enter into this Sublease on the terms and conditions contained herein, including the payment of nominal rent for the Subleased Premises; and

(g) WHEREAS, the parties hereto acknowledge that this agreement is in fact a sublease and Sublessee is subject to those obligations within the Master Lease which relate to Sublesse's intended use of the premises and under any amendments thereto, except as expressly stated herein, and Sublessee acknowledges receipt of a copy of the Master Lease.

2. DEMISED PREMISES

Subject to the Master Lease, Sublessor hereby leases to Sublessee, and Sublessee hereby leases from Sublessor, the Subleased Premises as shown on Exhibit "A" attached hereto and made a part hereof, together with all appurtenances, easements and rights of way thereunto pertaining.

3. TERM

The term of this Sublease shall commence on the delivery of the Subleased Premises to Sublessee (the "Commencement Date"), and shall continue for three (3) years from approval of agreement unless the Master Lease is terminated at an earlier date (the "Initial Term"). Sublessee shall accept possession of the Subleased Premises upon Sublessor's tender of possession thereof.

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Sublessor	Sublessee

Upon the expiration of the Initial Term, this Sublease Agreement shall automatically renew for additional periods of one (1) year, provided however that either party may terminate this Sublease Agreement without cause upon no less than sixty (60) days prior written notice to the other.

Notwithstanding any of the foregoing to the contrary, Sublessor and Sublessee expressly acknowledge and agree that this Sublease is subject to Master Lessor's written consent, a copy of which is attached hereto as Exhibit "B" and made a part hereof, and that this Sublease shall not be effective unless and until Master Lessor shall have consented in writing to the sublease of the Subleased Premises to Sublessee. In the event Master Lessor's written consent to this Sublease is not obtained within thirty (30) days after the date of this Sublease, either party hereto may elect to terminate this Sublease by delivering notice to the other prior to the receipt of Master Lessor's written consent. In the event either party so elects, this Sublease shall thereupon terminate and become null and void, and neither Sublessor nor Sublessee shall any further obligations or liabilities hereunder.

4. COMMENCEMENT DATE

When the Commencement Date has been determined, the Parties shall execute a certificate confirming the Commencement Date, a form of which is attached hereto as Exhibit "C." Sublessee's failure to execute Exhibit "C" attached hereto shall not in any manner affect the Commencement Date established pursuant to the terms of this Sublease.

5. RENT AND ADDITIONAL PAYMENTS

(a) Payment of Rent:

The annual rent ("Base Rent") for each year reserved hereunder during the Initial Term shall be One Dollar ($1.00).

The first Base Rent payment shall be due on the Commencement Date and, to the extent applicable, during the Initial Term, each Base Rent payment thereafter shall be due on each anniversary of the Commencement Date.

(b) Additional Payments

Except for "Base Rental" (as defined in the Master Lease) and Lessee's obligations to pay for Services (as set forth in Section 6 of the Master Lease) and Real Estate Taxes (as set forth in Section 7 of the Master Lease), the payment of which Sublessee shall have no obligation under this Sublease, Sublessee shall also pay to Sublessor all other amounts payable by Sublessor under the Master Lease which are directly attributable to the Subleased Premises (as distinguished from the entire Petco Premises) or attributable to Sublessee, its agents or employees, customers or invitees. By way of example and not by way of limitation, Sublessee shall pay, as additional payment hereunder, any costs incurred by Master Lessor in repairing damage to the Petco Premises caused by an employee of Sublessee and amounts expended or incurred by Master Lessor or Sublessor on account of any default by Sublessee which gives rise to a default under the Master Lease.

Each amount due pursuant to this Article 5(b) and each other amount payable by Sublessee hereunder, unless a date for payment of such amount is provided for elsewhere in this Sublease, shall be due and payable to Sublessor no later than thirty (30) days from the date that Sublessor provides notice that such amount is owed.

For purposes of this Sublease, "Additional Payments" shall be defined as all other sums and charges due Sublessor under this Sublease other than Base Rent.

All payments made pursuant to this Sublease shall be sent to Sublessor addressed as follows:

654 Richland Hills Drive
San Antonio, TX 78245
Attn: Property Manager
Re: Store # 1794

MN
Sublessor | Sublessee

No Rent Abatement or Offset

Except as and to the extent expressly provided in this Sublease, damage to or destruction of any portion or all of the buildings, structures and fixtures upon the Subleased Premises by fire, the elements or any other cause, whether with or without fault on the part of Sublessee, shall not terminate the Sublessee's obligations to pay Base Rent according to the terms this Sublease, unless such damage or destruction renders the Subleased Premises unsuitable for Sublessee's intended uses. If such damage or destruction renders the Subleased Premises unsuitable for Sublessee's intended uses, Sublessee may terminate this Sublease with written notice to Sublessor and shall not be liable for any Rent or Additional Payments incurred after the date of said notice. To the extent permitted by law, Sublessee hereby waives the benefit of all rights, statutory or otherwise and whether now or hereafter in existence, to offset against Base Rent any costs of maintenance or repair of the Subleased Premises, or any other moneys allegedly due from, or obligations of, Sublessor, it being the intent of Sublessor and Sublessee that the provisions of this Sublease shall operate to the exclusion of any such rights.

(c) Interest on Past Due Rent and Other Sums

If not paid within the time period described in this Sublease , any and all payments hereunder and other sums that may be and become due and owing from Sublessee to Sublessor hereunder shall bear interest from the respective due dates thereof at the statutory rate at the time of the execution of this Agreement. The interest rate specified in the preceding sentence is hereby designated the "Default Interest Rate."

6. USE & OPERATION

During the Initial Term of this Sublease and any extension thereof, subject to the Master Lease, Sublessee shall have the right to operate an animal adoption service center and for no other purpose without Sublessor's prior written consent, which consent may be withheld at Sublessor's sole discretion. Sublessee warrants that its use of the Subleased Premises shall be consistent with Subleasor's obligations in the Master Lease. Sublessee shall not allow any animals to be exercised on the Common Areas (as defined in the Master Lease) and shall provide a "comfort station" within the Subleased Premises for the animals to urinate and defecate. Sublessee shall comply with all policies and store guidelines and regulations in effect as they may be promulgated from time to time by Sublessor or Master Lessor, and shall ensure to instruct its agents, employees, servants, contractors, subtenants, licensees and concessionaires, customers or business invitees to do the same within the Subleased Premises and Common Areas.

7. TAXES– INTENTIONALLY OMITTED.

8. COMMON AREAS

Sublessor hereby grants to Sublessee and its employees, representatives, customers, invitees, subtenants, licensees, and concessionaires the non-exclusive right and license to use the Common Area as constituted from time to time including, but not limited to vehicular and pedestrian ingress and egress, such use to be in common with Sublessor, other tenants and other persons permitted by Sublessor to use the same, and subject to such reasonable rules and regulations governing use which Sublessor may from time to time unilaterally prescribe in writing, including the designation of specific areas within the parking area in reasonable proximity to the Petco Premises in which automobiles used by Sublessee, its employees, subtenants, licensees and concessionaires may be parked.

9. ALTERATIONS, IMPROVEMENTS AND SIGNAGE

Sublessor has made certain improvements to the Subleased Premises which will benefit the intended use of the Premises by Sublessee. Aside from the aforementioned improvements made by Sublessor, the parties agree that no additional tenant improvements need to be made to the Subleased Premises in order to make them suitable for occupation by Sublessee and that Sublessee shall accept possession of the Subleased Premises in its "as is" condition, as it exists at the time of the execution of this Sublease Agreement. Sublessee covenants and agrees that at no time during the term of this Sublease shall Sublessee make, or permit to be made, any change, alteration, or addition whatsoever to the Subleased Premises or to the building or other improvements of any nature located on the Subleased Premises without first obtaining the written approval thereof from Sublessor, which consent may be withheld in

Sublessor	Sublessee
MN	

Sublessor's sole discretion, and, to the extent such improvements are deemed "Alterations" under Section 10 of the Master Lease in the opinion of Sublessor, Master Lessor's approval.

Sublessor and Sublessee agree that no signage will be added to or displayed on the outside of the Petco Premises and no signage installed by Sublessee pursuant to the provisions below shall be visible from outside the Petco Premises. The display of all signage is subject to final approval by Sublessor, which may be withheld in Sublessor's sole discretion, and, to the extent required by Section 14 of the Master Lease in the opinion of Sublessor, by Master Lessor.

10. USE OF LOGOS AND MARKS

Sublessee hereby grants Sublessor a non-exclusive license to use Miami-Dade County Animal Services Department's name and logo during the Initial Term hereof and any extensions or renewals as provided in this Article. Sublessor may promote itself as an adoption partner of Miami-Dade County Animal Services Department and use the Department's name and logo in connection with such promotion, provided that Sublessor first submits such use to Sublessee for its review and approval. Such approval from Sublessee shall be in writing and will not be unreasonably withheld. Sublessee shall have the same rights to use Sublessor's name and logo to promote and advertise the adoption partnership outlined in this Sublease. Sublessee agrees that it will first submit such proposed use to Sublessor for review and approval, which will not be unreasonably withheld.

Each party hereto shall ensure that the names and/or logos to be used hereunder shall bear the appropriate copyrights, trademarks and/or service marks of the owner when such names and/or logos are used as a copyright, trademark and/or service mark. Except as set forth in this Article, neither party shall have any rights in or to any trademarks, copyrights, trade names, logos, slogans, designs, labels, titles or insignias now or hereafter owned, adopted or used by the other party and shall have no rights to use any of the same except with the prior written consent of the party granting such license. Any use of the marks by the licensed party shall inure to the benefit of the party granting such license.

Notwithstanding any of the foregoing to the contrary, both parties to this Sublease Agreement shall have the right upon written notice to the other party to revoke any license granted by that party pursuant to the provisions of this Article if that party determines, in its sole discretion, that the other party has engaged in any business, activity or other conduct (whether within or outside of the Subleased Premises), or used that party's name, logo or other intellectual property, in a manner that is not consistent with the purposes of this Sublease or that tends to impugn, tarnish or otherwise damage that party's image or brand.

11. PERSONAL PROPERTY OF SUBLESSEE AND RESTORATION OF PREMISES

Upon the expiration of the term of this Sublease or earlier termination of this Sublease, Sublessee shall surrender the Subleased Premises to Sublessor in the same condition as the Subleased Premises was in on the Commencement Date, with the exception of normal wear and tear. All personal property of Sublessee remaining in the Subleased Premises upon the expiration of the term of this Sublease or earlier termination of this Sublease shall be deemed abandoned and may, at the election of Sublessor, either be retained by Sublessor as its property or may be removed from the Subleased Premises at Sublessee's expense. All expenses incurred by Sublessor in connection with such removal shall be paid by Sublessee to Sublessor upon demand.

In consideration of the missions, covenants and agreements contained herein, Sublessee expressly agrees to occupy the Subleased Premises for the minimum Initial Term hereof, unless the Subleased Premises should suffer from damage or destruction that would make it unsuitable for Sublessee's intended use, if Sublessor should commit a material breach of this Sublease or if this Sublease should be terminated pursuant to any of its provisions. If Sublessee vacates the Subleased Premises prior to expiration of the Initial Term hereof and without the prior written consent of Sublessor, Sublessee agrees to reimburse Sublessor for the reasonable cost of any necessary cleaning and refurbishment to restore the Subleased Premises to broom clean conditions. .

12. CONTINUOUS OPERATIONS

From and after the Commencement Date, Sublessee shall continuously, actively and diligently conduct its business in the whole of the Subleased Premises in an up-to-date, dignified, reputable and efficient manner, and shall maintain adequate and qualified personnel for efficient serving of its customers. Sublessee shall keep its entire establishment in the Subleased Premises open 8 hours a day, seven days a week, with specific hours of operation to be agreed upon by both parties. ("Sublessee's Normal Business Hours")]. Sublessee shall be entitled to keep the Subleased Premises open for business during additional hours provided Sublessor consents thereto in writing (in its sole discretion). If the Subleased Premises is not open for business to the public in accordance with this Article for either (i) more than three (3) consecutive days, or (ii) more than five (5) days in the aggregate during any one (1) year period, then for purposes of this Sublease, the Premises shall be deemed to have been abandoned by Tenant, which shall constitute an immediate "Sublessee Event of Default" as defined in Article 26, below.

The Subleased Premises shall be closed during those holidays on which Sublessor closes the Petco Premises. Prior to such a holiday, Sublessee will meet with the general manager of the Petco Premises to set an agreed upon time for an agent or employee of Sublessee to meet at the Petco Premises to provide food and water to the animals in the Subleased Premises and to clean those animals and other personal property of Sublessee in the Subleased Premises.

13. OWNERSHIP & PERSONAL PROPERTY OF SUBLESSOR

All improvements and all fixtures, plumbing, heating, lighting, electrical, air conditioning fixtures, equipment and all other articles of property (hereinafter called "Personal Property") which are the property of Sublessor immediately prior to the Commencement Date of this Sublease are and shall remain a part of the Sublessor's leasehold estate.

Sublessee agrees to accept the Subleased Premises upon the Commencement Date of this Sublease in its then "as-is" condition. Sublessor makes no representation or warranty whatsoever as to the condition of said Subleased Premises or Personal Property. Any and all warranties as to the condition of said Subleased Premises or Personal Property, or their fitness for use, either expressed or implied, are expressly waived by Sublessee.

14. ANIMAL CARE

Sublessee shall adhere to and follow Sublessor's policies and procedures in reference to animal care at the Subleased Premises, which include, but is not limited to, the following:

(a) All dogs and cats over six months of age must be altered prior to placement, and Sublessee must secure altering arrangements of animals less than six months of age.

(b) All animals brought to the Subleased Premises must be free of parasites and any obvious signs of illness.

(c) All animals brought to the Subleased Premises must have up-to-date vaccination records (canine — DHPP, Bordetella; feline — FVRCP; and rabies for all animals over 16 weeks of age).

(d) Puppies and kittens must be at least eight weeks or older with proof of first series vaccinations in order to be placed for adoption.

(e) Sublessee will ensure that animals interacting with the public are behaviorally sound and of good temperament.

(f) Adopters must be able to return the animal to Sublessee should the adoption not work out for any reason.

(g) Sublessee agrees that no on-site vet will be used; Sublessee will provide veterinarian care to its pets.

Sublessor	Sublessee
MN	

(h) Sublessee shall provide current day and night telephone numbers and must respond to calls within a reasonable period of time.

(i) Sublessee is responsible for all feeding and care of the animals that are housed at the Subleased Premises.

(j) Sublessee agrees not to bring birds into the store for adoption.

(k) Sublessee's satellite adoption manager shall report monthly adoption numbers for each calendar month during the Initial Term to the general manager of the Petco Premises, National Adoption Program Manager, Director Animal Care, Education and Compliance.

(l) Sublessee shall require every new adoptive pet parent fill out a Petco Adoption form. Forms are to be turned into the general manager of Petco Premises.

(m) Sublessee shall hand out a "Think Adoption First Brochure" with every adoption.

(n) Sublessee shall participate in Pefinder.com or any other web-based adoption site to include regular postings of animals for adoption on the web, as well as a link to Sublessee's web site.

(o) Sublessee shall not use the Common Area to exercise animals. However, the dogs may be walked around the store for the purpose of meeting customers.

(p) Sublesse will ensure that the Subleased Premises remains clean and uncluttered at all times.

(q) Sublessee shall ensure that the adoption center is at least 75 % full, to the capacity of the adoption center at all times.

(r) Sublessee is required to clean and maintain the adoption center daily.

(s) Sublessee shall ensure animals have passed Sublessee's internal behavior evaluations prior to being placed in the adoption center.

15. RADIUS RESTRICTION

Commencing on the Commencement Date and continuing through until the natural expiration of the Initial Term (as the same may be extended) (the "Radius Period"), neither Sublessee nor any Affiliate of Sublessee (as hereinafter defined) shall enter into any agreement for the establishment and/or operation of a permanent satellite pet adoption center like the one contemplated by this Agreement with any competing pet store or other competing business within the Miami-Dade County Region (hereinafter defined) if Sublessor has a retail store located within five (5) miles of the proposed satellite adoption center location unless Sublessee has provided to Sublessor, with twenty (20) days' notice, a first right of refusal to enter into such agreement with Sublessee (the "Radius Restriction"). If Sublessee or any Affiliate of Sublessee shall enter into any agreement for the operation of a permanent satellite pet adoption center with any competing pet store or other competing business after the Commencement Date, in violation of the Radius Restriction, the same shall constitute an immediate Sublessee Event of Default (without the availability to Sublessee of any notice or cure period) and Sublessor shall have any and all rights and remedies available to it under this Sublease or otherwise. Sublessee acknowledges and agrees that the Radius Restriction (including, but not limited to, the period of time and the geographic scope thereof) is reasonable and necessary in view of the nature of and in order to protect Sublessor's legitimate interests under this Sublease. As used in this Article 15, "**Affiliate of Tenant**" shall include, without limitation, (i) Miami-Dade County and any entity in which Miami-Dade County owns a legal or beneficial interest, directly or indirectly, and (ii) any parent, subsidiary, affiliate or entity controlled by or under common control with Sublessee, directly or indirectly.

Sublessor	Sublessee
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16. MAINTENANCE & REPAIRS

Subject to the Master Lessor's obligations under the Master Lease, during the term hereof, Sublessee at its own cost and expense shall maintain all interior portions of the Subleased Premises, in good condition and repair, though Sublessee shall not be responsible for normal wear and tear. However, Sublessee shall not be responsible for maintenance and repair of the Subleased Premises unless such maintenance and/or repair is directly related to its use of the Subleased Premises. Sublessor is responsible for maintenance and repair of the HVAC unit, electrical, plumbing and all other portions of the Premises, provided necessary repair is not a direct result of Sublessee's or its employee's negligence.

In the event Sublessee fails to make repairs to the Subleased Premises that are directly related to Sublessee's use of the Subleased Premises, within thirty (30) days following written notice or fails to commence such repairs and diligently pursue them to completion in the case of repairs that cannot be completed within said thirty (30) day period, Sublessor shall be permitted to make such repairs and bill Sublessee for the reasonable costs of same. In the event of an emergency, Sublessor shall attempt to provide Sublessee with prompt notice, but shall be permitted to make necessary repairs and bill Sublessee for the reasonable cost of same. In the event Sublessee fails to pay any *bona fide* bill for repairs directly related to Sublessee's use of the Subleased Premises, within the cure period specified in Article 26(a)(i) below, such a failure shall constitute a Sublessee Event of Default and Sublessor shall have the rights under Article 25 below.

17. SUBLETTING & ASSIGNMENT

Sublessee shall not assign, mortgage, pledge, hypothecate or encumber this Sublease or the subleasehold interest created hereby or any interest herein, or sublet the Subleased Premises or any portion thereof, or license the use of all or any portion of the Subleased Premises. Any attempted assignment or subletting shall be deemed an immediate Sublessee Event of Default without any notice or cure period and Sublessor shall have the rights under Article 26 below.

18. INSURANCE & INDEMNITY

(a) Sublessee is self-insured.

19. QUIET POSSESSION

Subject to Master Lessor's written consent to this Sublease having heretofore been obtained, the Sublessee, upon paying the Base Rent herein provided and performing all and singular the covenants and conditions of this Sublease on its part to be performed, shall and may peaceably and quietly have, hold and enjoy the Subleased Premises for the term hereof, and Sublessor warrants the Sublessor has full right and sufficient title to lease the Subleased Premises for the term herein provided. However, should the Master Lease terminate prior to the expiration date hereof, this Sublease shall terminate on the date the Master Lease terminates.

In the event that either party breaches any material provision of the Sublease or takes action with the intent and effect of materially injuring the business reputation or prospects of the other, and the breach or injurious action is not cured within twenty (20) days following written notice to the breaching party, the other party shall have the right to terminate this Sublease without limitation of any other rights it may have in respect to such breach of injurious action.

20. INDEMNIFICATION AND COMPLIANCE WITH PUBLIC LAW

Sublessee agrees at all times during the term of this Sublease, at its own expense, to conform to and comply with all laws, ordinances, and regulations now in force or that are enacted hereafter affecting the use or occupancy of all or any part of the Subleased Premises.

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Sublessor	Sublessee

Sublessee does hereby agree to indemnify and hold harmless Sublessor and Master Lessor to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute, whereby the County shall not be held liable to pay a person injury or property damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum of $300,000, form any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of Sublessee under this Agreement. However, nothing herein shall be deemed to indemnify Sublessor or Master Lessor from any liability or claim arising out of the negligent performance or failure of performance of Sublessor, Master Lessor or any unrelated third party.

21. RIGHT OF INSPECTION

Sublessor and Master Lessor shall have the right to enter upon the Subleased Premises and inspect same, including but not limited to the building, fixtures, furniture and equipment.

22. MECHANIC'S LIENS

Sublessee covenants to keep the Subleased Premises at all times during the term hereof free of mechanic's liens and materialmen's liens and other liens of the like nature, to the extent such liens arise out of any work done by or at the request of Sublessor Sublessee.its agents or representatives, and at all times fully to protect and indemnify Sublessor against all such liens, to the extent that Sublessor provides Sublessee with prompt written notice of the existence of any such liens.

Sublessor shall have the right to post and maintain on the Subleased Premises a notice of non-responsibility, and to do such other things as may in Sublessor's judgment be necessary to protect against such mechanic's or materialmen's liens as are provided for in the law of the state in which the Subleased Premises are located. Sublessee shall promptly pay when due all sums of money that may become due or purportedly due for any labor, services, materials, supplies or equipment furnished to or for the Sublessee, and by reason of any building, improvements, alterations, or repairs made to the Subleased Premises and/or constructed on the Subleased Premises at the instance and request of the Sublessee, or for which the Sublessee is liable.

23. NOTICES

All demands and notices of any kind which are permitted or required to be given hereunder shall be deemed duly given when deposited in the United States mail, postage prepaid, properly addressed and certified (with return receipt requested), in the case of notice by Sublessee, to Sublessor at 9125 Rehco Road, San Diego, CA 92121, Attn: Property Manager, and in the case of notice by Sublessor, to Sublessee at 7401 NW 74th Street Medley, FL 3166, Attn: [Alex Munoz] [Either party may at any time and from time to time designate a different address by advising the other party thereof in writing, following which the address so designated shall be deemed to be the address of the party giving such advice for the purposes thereof.

24. EFFECT OF BANKRUPTCY & OTHER PROCEEDINGS

If at any time any bankruptcy or any reorganization proceeding is instituted by or against Sublessee either in the State or Federal Courts, or if a receiver is appointed for Sublessee's business or property on the Subleased Premises. Sublessor shall have the option, to be exercised by written notice given to Sublessee, to declare this Sublease terminated at any time after the expiration of twenty (20) days following the commencement of such proceeding unless the proceeding is dismissed or the lien discharged and unless all payments required by this Sublease to be made by Sublessee to Sublessor are paid promptly during the said period of (20) days. Sublessor shall under no circumstances be required to permit a receiver to retain possession of said Subleased Premises, and Sublessor need not lease said Subleased Premises to such receiver, but Sublessor shall be entitled to immediate possession of said Subleased Premises. Any repossession or termination hereunder shall not operate in any way to prejudice or affect the right of Sublessor for recovery of Rent or other charges theretofore accrued, thereafter accruing or to any other damages, nor shall any such termination or repossession ever be construed as a waiver of or an election not to claim future damages on account of such breach, but all such damages, including all future rentals, shall be fully recoverable by Sublessor.

Sublessor	Sublessee
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25. DEFAULT BY SUBLESSEE

(a) The happening of any of the following shall constitute a "Sublessee Event of Default" hereunder:

(i) the failure of Sublessee to pay any Base Rent. Additional Payments or other sums of money due under this Sublease within five (5) days after due;

(ii) default by Sublessee in the performance or observance of any covenant or agreement of this Sublease (other than a default involving the payment of money or an event specifically addressed in subsections (iii)-(v) below), which default is not cured within twenty (20) days after the giving of notice thereof by Sublessor; provided, however, that Sublessee shall not be deemed to be in default if Sublessee has commenced curing the default within the twenty (20) day period, and thereafter diligently pursues the completion of such cure;

(iii) if there is any sale of Sublessee's interest in the Subleased Premises created by this Sublease made under court execution or similar process, or if Sublessee shall be adjudicated bankrupt or insolvent, or if a receiver or trustee shall be appointed for its business or property and if such receiver or trustee is not removed within ninety (90) days, or if an arrangement with its creditors shall be approved by a court under the United States Bankruptcy Code, or if Sublessee shall make an assignment for the benefit of creditors, or if, in any manner, Sublessee's interest under this Sublease shall pass involuntarily to another by operation of law;

(iv) any event that occurs which involves Sublessee or the Subleased Premises and which, in Sublessor's sole discretion, would cause Sublessor to be in default under the Master Lease (including without limitation a sublease, assignment or transfer in violation of Article 17 of this Sublease); or

(v) Sublessee's violation of any term, covenant or condition set forth in Articles 6, 10, 11, 12, 14(a)-(f), (h) and (i), 15-18, 20, 23, 27, 33 and 35.

Notwithstanding any of the foregoing to the contrary, if Sublessee is in default of this Sublease Agreement for the same or substantially the same reason more than twice during any twelve (12) month period during the term of this Sublease, then, at Sublessor's election, same shall constitute a Sublessee Event of Default and Sublessee shall not have any right to cure such repeated default, the terms and conditions of this Article notwithstanding. In the event of Sublessor's election not to allow a cure of a repeated default, Sublessor shall have all of the rights provided for in this Article for a Sublessee Event of Default.

(b) Upon the occurrence of a Sublessee Event of Default, Sublessor may exercise, without limitation of any other rights and remedies available to it hereunder or at law or in equity, any and all rights and remedies set forth in the Master Lease thereunder, which include, but are not limited to the following:

(i) **Termination:** Sublessor may, at Sublessor's election, terminate this Sublease by giving Sublessee notice of termination. Upon the giving of said notice of termination, all of Sublessee's rights in the Subleased Premises and in and to the improvements thereon shall thereupon terminate. Promptly after notice of termination, Sublessee shall surrender and vacate the Subleased Premises and all improvements and Sublessor may re-enter and take possession of the Subleased Premises and all remaining improvements and remove and eject all parties in possession. Termination under this subparagraph shall not relieve Sublessee from the obligation to pay any sum then due to Sublessor up to that point in time, or from any claim for damages previously accrued or thereafter accruing against Sublessee.

(ii) **Recovery:** In the event that Sublessor shall terminate this Sublease due to Sublessee's material breach of this Sublease Agreement, then in addition to any other damages which Sublessor may be entitled to recover from Sublessee, Sublessor may recover damages from Sublessee in an amount equal to the total of the following:

(A) the worth at time of termination of the unpaid Base Rent which had been earned at the time of termination;

Sublessor	Sublessee
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(B) Sublessor may relet the Subleased Premises prior to the time of formal termination, if there has been a material breach of this Sublease by Sublessee.

(C) Efforts by Sublessor to maintain or preserve the Subleased Premises or mitigate damages by attempting to release the Subleased Premises do not waive Sublessor's right to recover damages as provided herein.

(D) Nothing in this Article affects the right of Sublessor to indemnification as provided in this Sublease or any liability of Sublessee arising prior to the termination of this Sublease for personal injuries or property damage, as specifically outlined in Paragraph 18 of this Sublease Agreement.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedies provided in this Sublease or in the Master Lease or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Base Rent due to Sublessor hereunder or of any damage accruing to Sublessor by reason of the violation of any of the terms, provisions and covenants herein contained. Forbearance by Sublessor to enforce one or more of the remedies herein provided upon the occurrence of a Sublessee Event of Default shall not be deemed or construed to constitute a waiver of such Sublessee Event of Default.

26. HOLDOVER

In the event that the Sublessee shall remain in possession of the Subleased Premises beyond the term of this Sublease or any extension or renewal hereof without executing a new written sublease with Sublessor, such holding over shall not constitute a renewal or extension of this Sublease, but Sublessee shall be a tenant at will and the Base Rent during any such holdover shall not increase.

27. WAIVER

The waiver by Sublessor of any breach of term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Base Rent hereunder by Sublessor shall not be deemed to be a waiver of any preceding breach by Sublessee of any term, covenant or condition of this Sublease, other than the failure of Sublessee to pay the particular rental so accepted, regardless of Sublessor's knowledge of such preceding breach at the time of acceptance of such Rent.

28. APPLICABLE LAW & PARTIES BOUND

This Sublease shall be construed under the laws of the State in which the Subleased Premises are situated and shall be binding upon and inure to the benefit of, as the case may require, the parties hereto and their respective heirs, executors, administrators, successors and assigns.

29. INTERPRETATION & ENTIRE AGREEMENT

The words "Sublessor" and "Sublessee" as used herein, shall include, apply to, bind and benefit the parties executing this Sublease and their respective heirs, executors, administrators, successors and assigns.

Wherever the context so permits or requires, words of any gender used in this Sublease shall be construed to include any other gender, and words in the singular number shall be construed to include the plural.

This Sublease constitutes the entire agreement between the parties and supersedes any and all prior written or oral agreements and understandings between the parties.

No amendments or modifications of this Sublease shall be valid unless the same is in writing and signed by each of the parties hereto.

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Sublessor	Sublessee

30. INVALIDITY

In the event that any term, provision, condition or covenant contained in this Sublease, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, or be held to be invalid or unenforceable by any court of competent jurisdiction, the remainder of this Sublease, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and all such remaining terms, provisions, conditions or covenants in this Sublease shall be deemed to be valid and enforceable.

31. CAPTIONS

The headings and captions contained in this Sublease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of neither this Sublease nor any provision herein contained.

32. SUBLESSEE'S ACKNOWLEDGMENT & COVENANT

Sublessee hereby acknowledges that it has received and read a copy of the Master Lease and hereby covenants and agrees to be bound by the terms and provisions thereof related to Sublessees intended use of Subleased Premises and Sublessee further covenants agrees not to cause Sublessor herein to be in violation under the terms and provisions of the Master Lease. The commencement of this Sublease shall be conditioned upon the consent of the Master Lessor.

33. PRELIMINARY NEGOTIATIONS

The submission of this sublease form by Sublessor for examination does not constitute an offer to lease or a reservation of an option to lease. In addition, Sublessor and Sublessee acknowledge that neither of them shall be bound by the representations, promises or preliminary negotiations with respect to the Subleased Premises made by their respective employees or agents. It is their intention that neither party be legally bound in any way until this Sublease has been fully executed by both Sublessor and Sublessee and Master Lessor has provided its written consent to this Sublease.

34. CONFIDENTIALITY

Except for the disclosure of public records pursuant to Chapter 119 of the Florida Statutes, with which the parties expressly agree to comply, or in response to a subpoena, discovery request or other legally valid request for documents, each party agrees that it shall not at any time disclose any "Confidential Information" of the other party to any third party (except for legal and financial advisors who are advised of the confidential nature of this Sublease). "Confidential Information" shall include, without limitation: product formulas, business or marketing plans or other marketing information of a proprietary nature to Sublessor or Sublessee, but does not include any information which (i) was publicly available at the time of disclosure, (ii) becomes publicly available after disclosure through no fault of the recipient, (iii) was in the other party's possession as evidenced by its written record prior to disclosure by the disclosing party, and was not the subject of an earlier confidential relationship, or (iv) was rightfully acquired by the recipient after disclosure from a third party who was lawfully in possession of the information and was under no obligation to the disclosing party to maintain its confidentiality. However, the parties acknowledge that they are both responsible for compliance with Florida's Public Records law and that nothing in this Agreement shall prevent or discourage the parties from complying with public records requests.

In the event that a party becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, request made pursuant to Chapter 119 of the Florida Statutes or similar process) to disclose any Confidential Information, that party will provide the other party with prompt prior written notice of such requirement so that the party seeking protection of the Confidential Information may seek a protective order or other appropriate remedy at their own expense and/or waive compliance with the terms of this Sublease. In the event that such protective order or other remedy is not obtained, or the other party waives compliance with the provisions hereof, then the disclosing party agrees to furnish only that portion of the Confidential Information which it determines is legally required. The parties shall have no liability, however, for any disclosure of information, which they

Sublessor	Sublessee
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determine in good faith is required by applicable law or which has not been specifically designated by the other party as Confidential Information.

The terms and conditions of this Article shall survive the termination and/or expiration of the Sublease.

35. TERMINATION RIGHT

Sublessor or Sublessee may terminate this Sublease for any reason or no reason, in Sublessor or Sublessee's sole discretion, by sending written notice to the other party at least sixty (60) days prior to the applicable termination date. Upon the termination of this Sublease, each of Sublessor and Sublessee shall remain fully liable to the other for all of such party's obligations that have accrued prior to the termination date. In the event that either party exercises its right to terminate under this Article, then, Sublessor and Sublessee shall execute an amendment to the Sublease confirming such termination. The previous sentence shall survive the termination and/or expiration of the Sublease.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed as of the day and year shown opposite their respective signatures herein below.

SUBLESSOR:

PETCO ANIMAL SUPPLIES STORES, INC.
a Delaware corporation

By: _____
Name: Mike Nuzzo
Title: EVP and CFO

SUBLESSEE:

Miami-Dade County,
a political subdivision of the State of Florida

By: _____
Mayor or Mayor's Designee
Name: _____
Title: _____

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Sublessor	Sublessee

EXHIBIT "A"

SITE PLAN

EXHIBIT "B"

CONSENT TO SUBLEASE

[Attached]

CONSENT TO SUBLEASE

This consent by Landlord to sublease is made and entered into this 15 day of Sept, 2015 (hereinafter referred to as the "Effective Date"), by and between Kimco South Miami 634, Inc., successor in interest to Raymond A. Ross, Jr. d/b/a SMSC (hereinafter referred to as the "Landlord") and Petco Animal Supplies Stores, Inc., successor in interest to Toys "R" Us-Delaware, Inc. (hereinafter referred to as the "Tenant") with reference to that certain proposed sublease between Tenant and Miami-Dade County (hereinafter referred to as the "Subtenant").

RECITALS

A. The Tenant and the Landlord have executed that certain Petco Lease dated October 6, 1989, as amended by Amendments to Lease dated June 27, 1990, October 13, 1989 and October 6, 1989 and unrecorded letter agreements dated August 18, 2006, October 12, 2001, September 17, 1990 and October 25, 1989 (hereinafter collectively referred to as the "Master Lease"), covering those premises and related improvements located at 6200 South Dixie Highway, South Miami, FL, and more particularly described in the Master Lease.

B. Tenant desires to sublease a portion of the Premises to the Subtenant and the Subtenant desires to accept a sublease in the form attached as Exhibit "B" (hereinafter referred to as the "Sublease"). The Landlord is willing to consent to the Sublease on the terms and conditions set forth in this Consent.

In consideration of the mutual premises and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually covenant and agree with each other as follows:

1. **Consent to Sublease.** The Landlord hereby consents to the Sublease and the transactions contemplated. The Landlord's consent to the Sublease will not be deemed as consent to:

(i) Any further or other subleasing of the Subleased Premises;

(ii) Any subleasing of any other portion of the Premises, or;

(iii) The subleasing of any portion of the Premises to any other subtenant or on any other or different terms than those stated in the Sublease. The Tenant will provide Landlord with a fully executed copy of the Sublease promptly after execution.

2. **Continuing Liability.** Tenant acknowledges that:

(i) Tenant will remain primarily liable for, and will not be released from, the full and faithful performance of all terms and conditions of the Master Lease, notwithstanding the existence of (and Landlord's consent to) the Sublease, or any breach committed by Subtenant under the Sublease, and

(ii) Landlord will be entitled to pursue all remedies available in the event of the Tenant's breach of the Master Lease, without regard to the performance or nonperformance of the terms of the Sublease by Subtenant.

3. **Entire Agreement.** This Consent constitutes the entire agreement of the Landlord and the Tenant relating to its subject matter and replaces any prior negotiations, representations, agreements and understandings of the parties with respect to such matters oral or written. The Parties acknowledge that they have not relied on any promise, representation or warranty, expressed or implied, not contained in this Consent.

4. **Interpretation and Amendment.** In interpreting the language of this Consent, the Landlord and Tenant will be treated as having drafted this Consent after meaningful negotiations. The language in this Agreement will be construed as to its fair meaning and not strictly for or against either Party. The Landlord and Tenant may modify this Consent with written documentation.

5. **Attorneys' Fees.** If any Party fails to perform any of its obligations under this Consent or if a dispute arises between the Parties concerning the meaning of any provisions of this Consent, and an action is filed, the prevailing party in any such action will be entitled to recover from the other party, in addition to any other relief that may be granted, its court costs and reasonable attorneys' fees.

6. **Counterparts.** This Consent may be signed in counterparts and all counterparts so executed will constitute one contract, binding on all parties hereto.

7. **Binding Effect.** This Consent will be binding on Landlord, and inure to the benefit of Tenant and its respective heirs, executors, administrators, successors in interest and assigns.

8. **Governing Law.** This Agreement will be governed and construed in accordance with the laws of the State of California and Recipient consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement.

9. Landlord consents to the sublease without waiver of any restriction contained in the Master Lease concerning any further or additional assignment or subletting or otherwise. Even though Landlord may have received a copy of the instrument of sublease, Landlord has not reviewed that document and Landlord does not consent to the contents, terms or provisions of the instrument of sublease. The sublease is expressly subject to all the terms and conditions of the Master Lease and Landlord's consent to the sublease shall not operate to amend the Master Lease or modify the terms or provisions of the Master Lease in any way whatsoever, including but not limited to Tenant's continuing obligation to timely pay all rent and other charges due thereunder and to use the Leased Premises only for the uses permitted under the Lease and not for any other use or purpose, except that, provided Tenant receives any and all approvals and/or permits from applicable governmental authorities, Landlord agrees that Subtenant may use the Leased Premises as a shelter and adoption center for domestic pets (i.e. dogs, cats, rabbits, etc.), Furthermore, neither Tenant nor Subtenant shall be permitted to make any alterations or modifications to the Leased Premises unless and until Landlord has given its prior written approval for the plans and specifications therefor, and all such work shall be done in accordance with the terms and provisions of the Master Lease. Furthermore, all goods sold and services rendered by the Subtenant in the subleased premises shall be included in "Net Sales" for the purposes of calculating percentage rent due Landlord, if any, under the Master Lease.

Tenant and Subtenant hereby represent and warrant to Landlord that any brokers or other person entitled to compensation in connection with the making of the sublease shall be paid by Tenant and/or Subtenant (and not Landlord). Each of Tenant and Subtenant hereby agrees to defend, indemnify and hold Landlord harmless from and against any claims for a brokerage commission or finder's fee made against Landlord by anyone claiming the same by, through or under Tenant and/or Subtenant and/or the making of the sublease.

Tenant and Subtenant hereby represent and warrant to Landlord that all subrent or other amounts received or accrued by Tenant from subleasing the Leased Premises is not based on the income or profits of Subtenant or any other person, other than subrent or other amounts based on a fixed percentage or percentages of gross receipt or gross sales of Subtenant. Furthermore, Tenant shall not assign, convey, sell, pledge, mortgage, hypothecate or otherwise encumber, transfer or dispose of all or any part of the Master Lease or Tenant's leasehold estate hereunder with any person, or in any manner, which could cause any portion of the amounts received by Landlord pursuant to this Lease to fail to qualify as "rents from real property" within the meaning of section 856(d) of the Internal Revenue Code of 1986, as amended (the "Code"), or any similar or successor provision thereto or which would cause any other income of Landlord to fail to qualify as income described in section 856(c)(2) of the Code.

Neither Tenant nor Subtenant shall be permitted to record any documents in connection with or related to the Master Lease or the instrument of sublease in any public records, and any attempt to do so without first obtaining Landlord's express prior written consent, which may be withheld in Landlord's sole discretion, shall constitute a Tenant default under the Master Lease.

Subtenant represents and warrants to Landlord that neither Subtenant nor any affiliate or representative of Subtenant (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order number 13224, 66

Federal Register 49079 (September 25, 2001) (the "Order"); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of the OFAC or any other applicable requirements contained in any enabling legislation or other executive orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "Orders"); (iii) is engaged in activities prohibited in the Orders; or (iv) has been convicted, pleaded nolo contendere, indicted, arraigned or detained on charges involving money laundering or predicate crimes to money laundering.

IN WITNESS WHEREOF, the parties hereto have executed this Consent as of the day and year first written above.

LANDLORD:

KIMCO SOUTH MIAMI 634, INC.

By: _____
Name: Scott Gerber
Its: Vice President
9/15/15

TENANT:

PETCO ANIMAL SUPPLIES STORES, INC.,

By: _____
Name: Mike Nuzzo
Its: EVP and CFO

EXHIBIT "C"

CONFIRMATION AS TO DATE OF DELIVERY AND ACCEPTANCE OF POSSESSION OF SUBLEASED PREMISES

Attached to and made a part of the Sublease, dated the _____ day of _____ 2015, entered into by and between **PETCO ANIMAL SUPPLIES STORES, INC.**, a Delaware corporation, hereinafter called "***Sublessor***," and_____., Miami-Dade County, a political subdivision of the State of Florida, hereinafter called "***Sublessee***."

Sublessor and Sublessee do hereby declare and evidence that possession of the Subleased Premises was accepted by Sublessee in its "as is" condition as of the _____ day of _____, 2015. The Sublease is now in full force and effect. For the purpose of the Sublease, the Commencement Date is confirmed as being _____, 2015. As of the date of delivery and acceptance of possession of the Subleased Premises as herein set forth, there is no right of set off against Base Rents claimed by Sublessee against Sublessor, for as long as Sublessee in physically in possession of the Subleased Premises.

Sublessee states that its registered agent for the purpose of this Sublease Agreement is _____, having an address at _____, and that it is a political subdivision of the State of Florida.

SUBLESSEE:

Miami-Dade County, a political subdivision of the State of Florida

By: _____
Mayor or Mayor's Designee
Print Name:
Title:

SUBLESSOR:

PETCO ANIMAL SUPPLIES STORES, INC., a Delaware corporation

By: _____
Print Name:
Title: