

Date: November 4, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Lease Agreement Between S & S International Corporation and Miami-Dade
County for the Property Located at 3500 NW 79 Avenue, Doral, Florida 33122
Lease No. 35-3027-001-0080-L01

Agenda Item No. 8(F)(4)

Resolution No. R-1062-25

Executive Summary

This item is for the approval of a new Lease Agreement (Lease), between S & S International Corporation (Landlord), a Florida corporation, and Miami-Dade County (County) for a ground lease of approximately 40,000 square feet out of a 206,039 square foot lot located at 3500 NW 79 Avenue, Doral, Florida 33122 (Premises). This space is desired for storage for fleet vehicles of the Animal Services Department (ASD) along with other County departments, agencies, or governmental entities and to address urgent parking constraints for employees and clients. The Landlord initially proposed a rate of \$12.00 per square foot, totaling \$3,116,548.01 over six years. The People and Internal Operations Department (PIOD) negotiated the rate down to \$6.87 per square foot, reducing the estimated fiscal impact to \$1,784,223.73 for the initial three-year term plus three one-year options.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the terms and authorize the execution of the Lease between the County and the Landlord for the use of the property located at 3500 NW 79 Avenue, Doral, Florida 33122, to be utilized for fleet storage of: ASD and other County departments, agencies, or governmental entities. More specifically, the resolution effectuates the following:

- Approves the lease of approximately 40,000 square feet out of a 206,039 square foot lot;
- Authorizes an initial lease term of three years, and three additional one-year options to renew; and
- Authorizes the County Mayor or Mayor's designee to execute the Lease.

The Lease becomes effective on the first day of the month following the approval of the Lease by the Board. Due to its proximity and practicality, ASD is seeking the Premises to store its fleet vehicles and address constrained parking options for employees and clients, ensuring more efficient use of its primary facility.

Scope

The Premises is located in Commission District 12, which is represented by Commissioner Juan Carlos Bermudez.

Fiscal Impact/Funding Source

The initial Lease term is for three (3) years, with a fixed annual rent of \$274,800.00, based on a rate of \$6.87 a square foot, during this period. Additionally, there will be a five percent (5%) management fee to PIOD for administration of the Lease.

There are three one-year renewal options. Upon the first renewal option period, a three percent (3%) rent increase will take effect for the remaining renewal terms. Should the County choose to exercise the three one-year options to renew, the estimated fiscal impact for six years of possession of the Premises is estimated to be \$1,784,223.73.

The funding source is the General Fund and is budgeted under FY25-26 Volume 3, Page 24 – Other Operating (within the Facilities and Asset Management Division), Expense Category: Other Operating, Chartfield: Department AD05010000, Fund G3002, Account 5255110000.

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

- 5075 NW 79 Avenue, Doral, Florida - \$7.87 per square foot on an annual basis.
- 7999 NW 54 Street, Doral, Florida - \$6.71 per square foot on an annual basis.
- 1301 NW 89 Court, Doral, Florida - \$5.45 per square foot on an annual basis.

Track Record/Monitor

The County has no record of negative performance issues with the Landlord. Nancy Nomikos of PIOD will be responsible for monitoring the Lease.

As required by Section 2-8.6.5 of the Miami-Dade County Code, the following is the ownership structure and ownership interest of S & S International Corporation:

Ernesto S. Avino, President, 40 percent;
Ernesto L. Avino, Vice President, 40 percent; and
Ernesto S. Avino and Idelma Avino Joint Trust, 20 percent.

Delegation of Authority

This item authorizes the County Mayor or the County Mayor's designee to execute the Lease, to take all actions necessary to effectuate the Lease, and to exercise all other rights conferred therein, including but not limited to, the right to exercise the optional renewal terms set forth in the Lease and the right to terminate the Lease.

Background

ASD, headquartered at 3599 NW 79th Avenue, Doral, Florida 33122, is currently facing parking space limitations at its existing property which experiences drainage issues during heavy rains that compromise 40% of the available parking on site. The headquartered location also stores ASD's fleet vehicles and employee parking which further take up limited parking options for clients. Due to growing operational needs, the department requires additional storage space for its fleet vehicles to support its activities and services. By relocating its fleet and employee parking to an external location, ASD will free up valuable parking at its headquarters, improving overall functionality and efficiency. Alternative remedies such as contemplated roadwork to address drainage issues at ASD's headquarters would invite additional costs that exceed anticipated benefits. The Landlord operates Marmol Export, U.S.A., a family-founded company that has been in business since 1985, across the street from ASD's headquarters. Marmol is an established supplier of natural stone, serving markets in South Florida, North America, Latin America, and the Caribbean.

PIOD's Office of Real Estate and Development negotiated and drafted the Lease for the Premises, with ASD listed as the tenant of the property. The original lease proposal was priced at \$12.00 per square foot, which was considered above market and led to concerns over the overall fiscal impact. Following further negotiation with the Landlord, the County was able to reduce the rate to \$6.87 per

square foot, significantly lowering the total fiscal impact and aligning the cost more closely with comparable properties in the area. The Lease will allow ASD to immediately utilize the property for fleet storage, alleviating space constraints at its headquarters without requiring modifications or construction.

Pursuant to the terms and conditions of the Lease, the County will have the following termination rights:

- Early termination of the Lease upon 90 days' written notice to the Landlord, without cause.

Pursuant to the terms and conditions of the Lease, the Landlord will have the following termination rights:

- Termination due to Tenant's Default: The Landlord may terminate the Lease if the Tenant violates or fails to perform any conditions or covenants of the Lease, and the violation continues for more than 30 days after written notice is provided to the Tenant. The Landlord may also terminate the Lease immediately if the Tenant fails to pay Rent or Additional Rent within the stipulated grace period.

The County's monthly rental payment obligation shall commence upon the effective date of the Lease.



Carladenise Edwards
Chief Administrative Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: November 4, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(F)(4)

Please note any items checked.

- _____ **"3-Day Rule" for committees applicable if raised**
- _____ **6 weeks required between first reading and public hearing**
- _____ **4 weeks notification to municipal officials required prior to public hearing**
- _____ **Decreases revenues or increases expenditures without balancing budget**
- _____ **Budget required**
- _____ **Statement of fiscal impact required**
- _____ **Statement of social equity required**
- _____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**
- _____ **No committee review**
- _____ **Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____) to approve**
- _____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(4)
11-4-25

RESOLUTION NO. _____ R-1062-25

RESOLUTION APPROVING, PURSUANT TO SECTION 125.031, FLORIDA STATUTES, A LEASE AGREEMENT BETWEEN S & S INTERNATIONAL CORPORATION, AS LANDLORD, AND MIAMI-DADE COUNTY, AS TENANT, FOR FLEET STORAGE FOR THE ANIMAL SERVICES DEPARTMENT, AND OTHER MIAMI-DADE COUNTY DEPARTMENTS, AGENCIES, OR GOVERNMENTAL ENTITIES LOCATED AT 3500 NW 79 AVENUE, DORAL, FLORIDA 33122, FOR A THREE-YEAR INITIAL TERM, WITH THREE, ONE-YEAR OPTIONS TO RENEW, AND HAVING AN ESTIMATED FISCAL IMPACT TO THE COUNTY OF \$1,784,223.73 FOR THE ENTIRE SIX-YEAR PERIOD; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO (1) EXECUTE THE LEASE, (2) EXERCISE ALL RIGHTS CONFERRED IN THE LEASE, AND (3) TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

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

WHEREAS, S & S International Corporation, a Florida Corporation, ("Landlord") owns the premises located at 3500 NW 79 Avenue, Doral, Florida 33122 (Folio Number 35-3027-001-0080) ("Premises"); and

WHEREAS, the County is authorized, pursuant to section 125.031, Florida Statutes, to enter into leases for properties needed for a public purpose; and

WHEREAS, the County desires to lease the Premises, consisting of approximately 40,000 rentable square feet, to be utilized primarily by the Miami-Dade County Animal Services Department,

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

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

Section 2. This Board hereby approves, pursuant to section 125.031, Florida Statutes, the lease agreement (“Lease”) between the County and Landlord, in substantially the form attached hereto as Attachment “1,” for the use and occupancy of the Premises, with an estimated fiscal impact for the initial three-year term of \$865,620.00 and, should the three, one-year options to renew be exercised, an estimated total fiscal impact for the entire six year period of \$1,784,223.73, including base rent and a five percent management fee to Miami-Dade County’s People and Internal Operations Department.

Section 3. This Board authorizes the County Mayor or County Mayor’s designee to execute the Lease for and on behalf of the County, to exercise all rights conferred therein including but not limited to the right of termination and renewal, and to take all actions necessary to effectuate same.

The foregoing resolution was offered by Commissioner **Roberto J. Gonzalez** , who moved its adoption. The motion was seconded by Commissioner **Natalie Milian Orbis** and upon being put to a vote, the vote was as follows:

	Anthony Rodriguez, Chairman	aye
	Kionne L. McGhee, Vice Chairman	absent
Marleine Bastien	aye	Juan Carlos Bermudez aye
Sen. René García	aye	Oliver G. Gilbert, III aye
Roberto J. Gonzalez	aye	Keon Hardemon aye
Danielle Cohen Higgins	aye	Eileen Higgins aye
Natalie Milian Orbis	aye	Raquel A. Regalado aye
Micky Steinberg	aye	

The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of November, 2025. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MSM

Juliette R. Antoine
Michael J. Mastrucci

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "Lease"), is being entered into this ____ day of _____, 2025 ("Effective Date") between S & S International Corporation, a Florida Corporation ("Landlord"), and Miami-Dade County, a political subdivision of the State of Florida ("Tenant"), by which Landlord does this day lease unto Tenant, and Tenant does hereby lease from Landlord, a portion of improved land measuring approximately forty thousand (40,000) square feet, as depicted on the attached Exhibit "A" (the "Premises"), for an initial term of three (3) years.

PART I
BASIC LEASE PROVISIONS

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

A. TENANT:	Miami-Dade County, a political subdivision of the State of Florida
B. TENANT'S ADDRESS	111 N.W. First Street, Suite 2460, Miami, Florida 33128
C. LANDLORD:	S & S International Corporation, a Florida corporation
D. PRESENT NOTICE AND RENT PAYMENT MAILING ADDRESS OF LANDLORD:	S & S International Corporation 3500 N.W. 79th Avenue Doral, Florida 33122 Attn: Ernesto Aviño All payments due hereunder, including, but not limited to, Rent should be made payable to the Landlord.
E. PROPERTY LOCATION AND DESCRIPTION:	3500 N.W. 79th Avenue, Doral, Florida, 33122 Folio number: a portion of 35-3027-001-0080 That certain portion of the above address depicted on the sketch attached hereto and incorporated herein as Exhibit "A", comprising approximately 40,000 square feet out of a 206,039 square foot lot. The Premises does not include any part of the interior of the building located at 3500 N.W. 79th Avenue, Doral, Florida.
F. TERM:	This Lease shall be for an initial term of three (3) years ("Term"), which Term shall commence on the first (1st) day of the month following approval of this Lease by the Miami-Dade County ("County") Board of County Commissioners (as evidenced by (i) the adoption of a resolution approving this Lease and after the required ten (10) day veto period of the Mayor of Miami-Dade County ("County Mayor") has expired or been waived), or if the County Mayor vetoes this Lease, then after subsequent approval of two-thirds (2/3) vote of the Miami-Dade County Board of County Commissioners and (ii) the County Mayor executes the lease (the "Commencement Date"), and expiring upon the earlier of a) three (3) years thereafter, or b) early termination of this Lease pursuant to the provisions thereof (the "Expiration Date").

G. OPTIONS TO RENEW:	The Tenant shall have three (3) one (1) year options to renew the Term of this Lease in accordance with the terms contained in this Lease (“Option to Renew”), such Option to Renew shall hereinafter be referred to as the “Option Period.” For each Option Period, the annual rent will increase by three percent (3%) from the previous year’s rent.			
H. ANNUAL RENT AND MONTHLY RENT:	Initial Term:			
	Term	Monthly Rent	Annual Rent	Rate per Square Foot
	Year 1	\$22,900.00	\$274,800.00	\$6.87
	Year 2	\$22,900.00	\$274,800.00	\$6.87
	Year 3	\$22,900.00	\$274,800.00	\$6.87
	Options Periods			
	Term	Monthly Rent	Annual Rent	Rate per Square Foot
	Option Period 1	\$23,587.00	\$283,044.00	\$7.08
Option Period 2	\$24,294.61	\$291,535.32	\$7.29	
Option Period 3	\$25,023.45	\$300,281.38	\$7.51	
The foregoing is collectively referred to as “Rent.”				
I. RENT COMMENCEMENT DATE:	Commencement of Rent shall begin on the Commencement Date, and then be paid monthly by Tenant, on or before the first day of each month during the Term of this Lease.			
J. FLORIDA SALES TAX	Miami-Dade County is exempted from paying Florida’s sales and use tax provided that it keeps its exempt status as a governmental entity.			
K. PERMITTED USE:	Storage for fleet vehicles of the Tenant, Miami-Dade County departments, agencies, or governmental entities. In no event shall any animals be stored at the Premises.			
L. SECURITY DEPOSIT:	None.			

This Lease consists of the foregoing introductory paragraphs, constituting the Preamble (consisting of paragraphs A through L), along with any and all exhibits, all of which are incorporated herein by this reference. In the event of any conflict between the information contained in the Preamble, and the language in the Standard Lease Provisions, which follow, the Standard Lease Provisions shall control.

STANDARD LEASE PROVISIONS

PART II

Terms and Conditions

SECTION 1. DESCRIPTION OF PREMISES: The Landlord hereby leases to the Tenant, and the Tenant hereby rents from the Landlord the Premises described in Section E of Basic Lease Provisions. The Premises are more particularly described and depicted on the attached sketch, marked as Exhibit "A," which is attached hereto, and incorporated herein by reference. Landlord and Tenant agree that the foregoing square footage is only an approximation of size, as the Premises has not been duly measured by the Landlord, but the foregoing square footage for purposes of calculation of Rent and other items, if any, which are a function of the square footage of the Premises, shall be such stipulated figure. Further, the Tenant is fully aware of the size of the Premises and has determined that that said Premises are sufficiently suited for its intended purposes. Notwithstanding anything to the contrary contained herein, the Premises have been inspected by the Tenant who accepts the Premises in its "AS IS" and "WHERE IS" condition, with any and all faults, and Tenant understands and agrees that the Landlord does not offer any implied or expressed warranties as to the condition of the Premises and/or its fitness for any particular purpose.

SECTION 2. TERM: This Lease shall be for an initial term of three (3) years, ("Term"), which Term shall commence on the Commencement Date and expire three years from the Commencement Date ("Expiration Date"), or early termination pursuant to Section 46. Early Termination by Tenant in Standard Lease Provisions.

SECTION 3. OPTION TO RENEW: Provided Tenant is not in default under this Lease and subject to the provisions hereinafter set forth, the Tenant shall have the option to extend the Term of this Lease for the three (3) one (1) year option periods ("Option Periods") as set forth in Section G of the Basic Lease Provisions by providing written notice to the Landlord, at least 90 days prior to the Expiration Date, or prior to the expiration of any Option Period. Commencing on the first day of the first Option Period and every year thereafter, the Rent

will increase by three (3%) percent from the previous year's Rent.

SECTION 4. HOLDOVER: If Tenant remains in the Premises for any time period beyond the expiration of this Lease, such holding over shall be without right and shall not be deemed to create any tenancy, but Tenant shall be a tenant at sufferance only and Landlord shall be entitled to collect, in addition to any other remedies or amounts due under the terms of this Lease, an amount equal to 103% of the Rent, as charged for the month preceding the expiration of this Lease, for each month (or partial month) thereafter, as compensation for such holdover. During any holdover period all Tenant obligations under this Lease shall be enforceable.

SECTION 5. RENT: The Tenant agrees to pay the first monthly rental payment to the Landlord on the Commencement Date of the Lease. The rental schedule is found in Section H of the Basic Lease Provisions.

After the initial Rent payment, the Tenant hereby agrees that it shall remit to Landlord all payments for Rent on or before the first day of each calendar month, without demand, at the Rent Payment Address listed in the Basic Lease Provisions or at such other place and to such other person, as Landlord may from time to time designate in writing. However, notwithstanding the foregoing, the October monthly installment Rent payment for each year will be processed by the Tenant after the close of the Tenant's fiscal year on September 30th of each year. Therefore, the October's Rent payment may be delayed each year, but Tenant agrees to use commercially reasonable efforts to pay each October monthly installment of Rent as soon as possible, but in each case not later than sixty (60) days after same becomes due, and the Landlord hereby acknowledges this fact and agrees hereby not to impose any type of penalty against the Tenant. The foregoing shall not affect the due date for the November monthly installment of Rent each year.

All other sums of money due by Tenant to Landlord under this Lease, if any, including but not limited to any

taxes levied or assessed on Rent payments, shall be deemed "Additional Rent" and Landlord shall have the same remedies for nonpayment of Additional Rent as it does for nonpayment of Rent pursuant to this Lease and Applicable Law.

SECTION 6. USE: It is hereby understood and agreed that the use of the Premises is limited to the Permitted Use described in Section K of the Basic Lease Provisions and for no other purposes whatsoever. In the event there is a violation of the Permitted Use clause in this Lease, it shall be an Event of Default, and the Landlord shall have the right to exercise or pursue any and all remedies under this Lease or any other remedy at law or in equity. No auction, fire, bankruptcy, "lost our lease" or going out of business sales (or the like) may be conducted within the Premises. Tenant's use of the Premises shall at all times be in compliance with applicable law, codes, regulations, and licensing requirements (collectively, "Applicable Law").

SECTION 7. ASSIGNMENT-SUBLEASING: Tenant shall not mortgage, pledge, encumber, assign this Lease, or sublet (which term, without limitation, shall include the granting of concessions, licenses, and the like) the Premises, or any part thereof, without Landlord's prior written consent, which may be withheld in Landlord's reasonable discretion.

In the event Landlord provides its written consent for an assignment or sublease, Landlord shall receive one hundred (100%) percent of any excess rent which is derived from the proposed transaction (including any fee, payment, etc. that Tenant receives in connection with any assignment and/or sublet). In any case whereby Landlord shall consent to such proposed subletting, Tenant named hereunder shall remain fully liable for the obligations of Tenant hereunder, including, without limitation, the obligation to pay the entire amount of the Rent, and other amounts provided herein. No assignment or subletting shall be valid or effective unless and until the assignee or subtenant, respectively, shall covenant in writing with Landlord, to the reasonable satisfaction of Landlord, to be bound directly to Landlord for the performance of all Tenant covenants contained herein. As part of Landlord's approval process for any assignment or sublet, the Landlord may require any financial and other information about the assignee/sublessee and in connection with its approval of

the proposed subtenant or assignee, Landlord may set reasonable conditions and requirements for the sublet or assignment.

SECTION 8. TENANT'S RESPONSIBILITIES; PERSONAL PROPERTY: Tenant agrees to use and occupy the Premises as it is herein given the right to use at its own risk; and that, except for the gross negligence or willful misconduct of Landlord and/or Landlord's agents, Landlord shall have no responsibility or liability for any loss of or damage to Tenant's leasehold improvements or to fixtures or other personal property of Tenant (collectively, "Tenant's Property") or those claiming by, through or under Tenant. In furtherance of the foregoing, Landlord, any agent of Landlord, and/or any principal of Landlord shall not be liable for any and all damage to Tenant's property arising from the bursting or leaking of water or sewer pipes or roofing, unless arising from the gross negligence or willful misconduct of Landlord and/or Landlord's agents. The provisions of this Section shall apply during the whole of the Term hereof, and in view of any permission given to Tenant to install fixtures and do certain work prior to the Commencement Date, shall also apply at all times prior to the Commencement Date.

SECTION 9. COMPLIANCE WITH LAWS; GOVERNMENTAL APPROVALS: Landlord and Tenant shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of any applicable federal, state and city government and of any and all of their departments and bureaus including any taxing authority or utility; and Landlord shall also promptly comply with all rules, orders and regulations of the applicable fire prevention codes for the prevention of fires, all the foregoing at the Landlord's own cost and expense. During the Term of the Lease, if any governmental agency, municipality, utility company or Landlord's insurance company requires changes to the Premises or any of Tenant's facilities or systems (including, but not limited to, electrical work, plumbing, fire alarm, sprinklers, dumpsters, compactors, waste removal, enclosures, fire panels, back flow preventers and ADA accessibility), the Landlord shall make such changes at its sole cost and expense, unless such need is occasioned by Tenant's use of the Premises, in which case Tenant shall be responsible for the cost of same.

LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING TENANT'S PROPOSED USE OF THE PREMISES AND THE GOVERNMENTAL APPROVALS NECESSARY THEREFORE.

SECTION 10. TENANT DEFAULT:

Except if otherwise provided in this Lease, if Tenant shall violate or fail to perform any of the conditions, covenants, or agreements herein made by Tenant, and if such violation or failure continues for a period of thirty (30) days after written notice thereof to Tenant by Landlord (except for (i) failure to pay Rent, which shall have a thirty (30) day grace period, except as provided in Section 5 of the Standard Lease Provisions with respect to October Rent payments and (ii) failure to pay Additional Rent, which shall have a thirty (30) day cure period following notice from Landlord of nonpayment) and further, if Tenant shall be diligently attempting to cure such failure to perform any conditions, covenants, or agreements, the time to cure such failure shall be extended for so long as Tenant shall diligently prosecute (such cure), up to ninety (90) days, then Landlord may proceed with any remedy available at law or in equity in the State of Florida by such judicial proceedings.

All rights and remedies of Landlord under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies provided to Landlord under applicable law. Tenant shall be in default under this Lease if it fails to: (i) make timely payments of Rent or any other sums due hereunder, or (ii) faithfully observe all terms, covenants, rules and regulations contained in this Lease or such other uniform and non-discriminatory rules or regulations as may be hereafter made and promulgated by Landlord.

In the event of any default by Tenant remaining uncured past any applicable cure period (each an "Event of Default"), notwithstanding any waiver of any former breach of covenant or waiver of the benefit hereof or consent in a former instance, Landlord may immediately (i) cure Tenant's Event of Default at Tenant's cost and expense, and/or (ii) terminate this Lease upon written notice to Tenant and/or exercise any other remedies otherwise available to Landlord provided herein or at law or in equity, and/or (iii) exercise any other remedy available at law or in equity in the State of Florida including, without limitation, the right to terminate

Tenant's right of possession and repossess the Premises in accordance with Applicable Law.

SECTION 11. COLLECTION AND EXPENSES:

Landlord and Tenant hereby agree that should either party bring a cause of action against the other party for the alleged breach of any term, clause, covenant, and/or condition under this Lease, the parties, respectively, agree to pay the cost of their own attorneys, witnesses, consultants, and court costs. This provision shall apply to all trial and appellate proceedings and any other efforts by either party to enforce its rights and to any bankruptcy, receivership or other insolvency proceeding or negotiation.

SECTION 12. UTILITIES AND SERVICES: Tenant and Landlord agree that the cost associated with the Premises for utilities that is, or may become, due, from the day of the Commencement Date until the Expiration Date, including, but not limited to, all charges for water, sewer, gas, steam, electricity (or other illumination), telephone, waste disposal dumpster, and all other utilities and services used or consumed on the Premises, and for all licenses and permits shall be the responsibility of the Landlord (except those necessitated by the Tenant Improvements, the cost of which shall be Tenant's sole responsibility).

SECTION 13. MAINTENANCE AND REPAIRS:

In regard to the general maintenance and occupancy of the Premises, Tenant will at its expense (i) maintain the Premises in a clean, orderly, and sanitary condition; (ii) keep any garbage, trash, rubbish and or other refuse in safe containers that do not encourage the existence of vermin; (iii) cause to have such garbage, trash, rubbish and refuse removed on a daily, weekly, or as needed basis to ensure cleanliness; and (iv) comply with all Applicable Laws regarding the removal of garbage, trash, rubbish and refuse from the Premises and the overall maintenance of the condition of the Premises.

The Landlord is responsible for any negligent, intentional or willful act of the Landlord or its agents, servants, employees, which damages the Premises, in which case the Landlord shall repair such damage.

In order to minimize any disruption to the Tenant's use of the Premises, the Landlord shall, subject to the provisions set forth in Section 14, use commercially reasonable efforts to notify the Tenant in advance of any

maintenance and/or repairs, which are the Landlord's responsibility, to be performed in or about the Premises, and/or which will affect the Premises. Upon receiving notice from Tenant of needed repairs and/or maintenance which is Landlord's responsibility pursuant to this Lease, the Landlord shall proceed to construct, improve, repair and/or complete any work that is necessary to properly maintain the Premises in accordance with this Lease.

The Tenant, at Tenant's sole cost and expense, shall, except for services furnished or otherwise provided by the Landlord, maintain the Premises, and all improvements thereon in a safe, clean, and neat condition, and otherwise in good order and repair. Further, the Tenant shall pay for the cost of any repairs, or replacements to the Premises made necessary by any acts of the Tenant, or any of its agents, vendors, employees, licensees, or invitees.

In the event that the Tenant fails to so maintain the Premises in good order, condition and repair, the Landlord shall give the Tenant notice to do such acts as are reasonably required to properly maintain the Premises. In the event that the Tenant fails to commence such work within the thirty (30) day period (except in the case of a life safety issue, which work shall be commenced immediately), and diligently pursue it to completion, then the Landlord shall have the right, but shall not be required, to do such acts to expend such funds, at the expense of the Tenant, as are reasonably necessary to perform such maintenance, replacement, repairs, and Tenant shall be responsible for payment to Landlord of such costs as Additional Rent. Landlord shall have no liability to Tenant for any incidental damage, inconvenience, or interference as a result of performing any such work on or about the Premises.

SECTION 14. LANDLORD'S ACCESS: Landlord, or any of its agents, shall have the right to enter the Premises, with an escort by an employee or agent of the Tenant, during all reasonable hours, and with twenty-four (24) hours' prior written notice (which notice may be given by email), except in the event of emergency in which case no notice is required, to examine the same to make reasonable inspections of Tenant's repairs, additions or alterations. Landlord shall use commercially reasonable efforts to minimize interference with Tenant's operations in the Premises. If Landlord reasonably determines that any of Tenant's

repairs, additions, or alterations do not conform to this Lease or to the rules and regulations of the Premises, Landlord shall provide written notice of same to Tenant. Tenant shall be solely responsible for the removal of any repairs, additions, or alterations. Notwithstanding the foregoing, Landlord shall have the right to exhibit the Premises, and to put or keep upon the Premises a notice "for rent", "for lease" or "available" at any time within six (6) months before the Expiration Date. When exhibiting the Premises, Landlord shall make reasonable efforts to minimize disruption of Tenant's business activities.

SECTION 15. TENANT TEMPORARY MODIFICATIONS/ IMPROVEMENTS/ INSTALLATION:

All modifications Tenant performs on the Premises shall be subject to Landlord's prior written consent, such consent not to be unreasonably withheld.

SECTION 16. HOLD HARMLESS: The parties acknowledge that the County enters into this Lease as Tenant in an effort to provide essential public services, and that S & S International Corporation, enters into this Lease as Landlord in a good faith effort to accommodate the provision of those services to the community at large. Accordingly, the County as Tenant agrees to indemnify, hold harmless, and defend the Landlord, its employees, agents contractors, licensees, and invitees, subject to the limitation, if any, provided by Florida Statutes 768.28, from and against any and all claims, actions, damages, liabilities, and expenses, including but not limited to, judgements, settlement payments, fines paid, incurred or suffered by Landlord in connection with any loss of life, personal injury and/or damage to property, arising from, or out of, the occupancy or use by the Tenant of the Premises, subject to the limitations, if any, of Florida Statutes, Section 768.28.

SECTION 17. ACCORD AND SATISFACTION: Unless otherwise agreed to in this Lease, no payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent or Additional Rent due hereunder shall be deemed to be other than on account of the earliest stipulated Rent or Additional due, or shall any endorsement or statement or any check or any letter accompanying any check or payment as Rent or Additional be deemed an accord and satisfaction, and Landlord may accept such check or payment without

prejudice to Landlord's right to recover the balance of such Rent or Additional Rent or pursue any other remedy provided herein or by law. Any letter accompanying such check that such lesser amount is payment in full shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant, unless the Tenant is authorized to do so in accordance with this Lease.

SECTION 18. BINDING TERMS: This Lease shall bind Landlord and Tenant and their respective assigns or successors, heirs, assigns, personal representatives, or successors, as the case may be. The reference in the preceding sentence to the successors and assigns of Tenant is not intended to constitute consent to assignment by Tenant but has reference only to those instances in which Landlord may later give written consent to a particular assignment.

SECTION 19. TIME OF ESSENCE: It is understood and agreed between the parties hereto that time is of the essence of this Lease, and this applies to all terms and conditions contained herein.

SECTION 20. NOTICE:

All notices by Landlord or Tenant, to the other party, shall be delivered by either hand delivery, or email (so long as the intended recipient confirms receipt of the email), or by a nationally recognized courier, such as Federal Express or DHL, or by the United States Postal Service, sent certified mail, return receipt requested, postage prepaid, and addressed to the party as follows:

Tenant:

Miami-Dade County
Animal Services Department
3599 N.W. 79th Avenue
Doral, Florida 33122
Attention: Director

With a copy to:

Miami-Dade County
People and Internal Operations Department
Real Estate Development Division
111 N. W. First Street, Suite 2460
Miami, Florida 33128
Attention: Director

With a copy to:

County Attorney's Office
Miami-Dade County
111 N.W. 1st Street, 28th Floor,
Miami, Florida 33128.

Landlord:

S & S International Corporation
3500 N.W. 79th Avenue
Doral, Florida 33122
Attn: Ernesto Aviño

With a copy to:

Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, 23rd Floor
Miami, Florida 33131
Attn: Javier Aviño, Esq.

or to such other address as either party may designate in writing from time to time. If notice is delivered by hand, and signed by the recipient, the notice shall be deemed served on the date of such delivery. If notice is sent by courier, or by certified mail, then notice shall be deemed served three (3) business days after the date the notice was given to the courier or deposited in the United States Post Office receptable, unless proof of earlier delivery is obtained or provided. Notices provided herein in this paragraph shall include all notices required in this Lease or required by law.

SECTION 21. NUISANCE; WASTE: Tenant shall not commit any waste upon the Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any neighboring property owner or tenant, or which may adversely affect Landlord's fee interest in the Premises. No loudspeakers, stereos, machinery, mechanical apparatus, or other devices shall be used or allowed to operate in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord. Tenant shall ensure, at its sole cost and expense, that it operates in a manner such that any odors, smells or noise emanating from its use of the Premises do not impact or affect neighboring property owners or tenants. Remedial measures shall include, without limitation, installing appropriate ventilation systems and/or insulation to mitigate such odors, smells or noise, as the case may be.

SECTION 22. RIGHTS OF THE PARTIES: The rights of the parties under this Lease shall be cumulative, and failure on the part of either party to exercise promptly any rights given hereunder shall not operate as a waiver of any of such party's rights.

SECTION 23. LANDLORD'S REPRESENTATIONS AND COVENANTS: The Landlord represents and covenants to the Tenant the following that:

(a) It has full power and authority to enter into this Lease and perform in accordance with its terms, conditions, and provisions and that the person signing this Lease on behalf of Landlord has the authority to bind the Landlord and to enter into this transaction, and the Landlord has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Lease.

(b) Landlord is the fee simple owner of the Premises, and Landlord will deliver the leasehold hereunder and exclusive possession of the Premises to the Tenant free and clear of any and all tenancies and occupancies of every nature whatsoever, whether by the Landlord, or otherwise, and subject only to the rights reserved herein to Landlord.

(c) Landlord will keep the Premises free and clear of any and all liens on account of any construction, repair, alteration, improvements, and/or taxes. In the event that a lien is recorded against the Premises as a result of work performed on Landlord's behalf, if Landlord either removes the lien or transfers same to a bond within thirty (30) days of becoming aware of such lien, no default shall be deemed to have occurred. Landlord shall keep any and all mortgage payments current and in good standing.

SECTION 24. INSURANCE: The Landlord acknowledges and agrees that the Tenant is self-insured. As a result, the Tenant is not required to provide any type of certificate of insurance to the Landlord.

SECTION 25. LANDLORD'S WORK ON BEHALF OF TENANT; ADDITIONAL RENT: It is understood and agreed between the parties hereto that any charges against Tenant by Landlord for services or for work done on the Premises by order of Tenant or otherwise accruing under this Lease (including for maintenance, repair, and/or replacements) shall be considered Additional

Rent due and shall be included in any lien for Rent due and unpaid.

Further, the parties hereby agree that before the Landlord undertakes any additional work for the Tenant not described, or otherwise contemplated by this Lease, for which the Landlord will seek compensation and/or reimbursement, the Landlord shall (except in the case of an emergency) first obtain the request for such work from the Tenant in writing, signed by the County Mayor, or the County Mayor's designee. Landlord acknowledges that failure to obtain this signature of the County Mayor or the County Mayor's designee in advance may delay or prevent it from recovering compensation from the Tenant for such work.

SECTION 26. HAZARDOUS MATERIALS: Hazardous materials shall not be used, generated, handled, disposed of, discharged or stored on the Premises. The requirements of this section may be enforced by preliminary and permanent, prohibitory and mandatory injunctions as well as otherwise provided by law or ordinance. Tenant's obligations and liabilities under this Section shall survive the termination of this Lease. Since the Premises is located within the boundaries of Miami-Dade County, Florida, the Director of the Miami-Dade County department entitled Regulatory and Economic Resources may also enforce the requirements of this section.

SECTION 27. PARTIES STATUS: Tenant represents that it is a government entity, a political subdivision of the State of Florida, either at the time of the execution of this Lease or thereafter, and such status as a government entity shall be maintained during the Term of this Lease. In the event the Tenant fails to maintain its status as a government entity, the Landlord shall have the express authorization, at its sole option, to declare this Lease in default or cancel this Lease.

SECTION 28. REPRESENTATIONS/WARRANTIES: If a party executes this Lease as a corporation, limited liability company or a partnership, or as a governmental entity, then the party and the persons executing this Lease on its behalf, represent and warrant that the individuals executing the Lease on its behalf are duly authorized to execute and deliver the Lease on its behalf in accordance with the organizational documents or governmental charter or governing

documents, and that this Lease is binding upon it in accordance with its terms. Each party further warrants that it has the full legal power and authority to execute and enter into this Lease and to perform all of its obligations hereunder, and the execution and commencement of this Lease, and the performance of its obligations hereunder will not conflict with or result in a breach of, or constitute a default, under any agreement, instrument, judgment, order or decree to which it is a party or to which it may be subject. In the event either party fails to operate as an active corporation, limited liability company or partnership, or government entity, as the case may be, at any time, without limiting the foregoing, in the event of any such breach of warranty, covenant or representation, following notice and a cure period of thirty (30) days, the other party may, in addition to any other remedy, may terminate this Lease by written notice to the other party. Landlord and Tenant each independently agree to indemnify and save and hold harmless the other party to this Lease from and against any damages arising out of a default of this Lease, or any damage, loss or expense (including without limitation, reasonable attorneys' fees and other costs and expenses incident to the filing of any suit, action, complaint, investigation, or proceedings) arising out of or resulting from any breach of any warranty or representation made by it. The indemnity set forth above shall survive the expiration or termination of this Lease and shall not be deemed to limit or otherwise affect any of the other party's remedies at law or in equity.

SECTION 29. LANDLORD'S DEFAULT: It shall be an event of default of this Lease by the Landlord if, except as otherwise provided in this Lease, the Landlord fails to observe or perform any of the stipulations, terms, covenants and/or conditions of this Lease to be observed or performed by the Landlord, where such failure shall continue for a period of thirty (30) days after written notice thereof from Tenant to Landlord; provided, however, that if the nature of Landlord's non-compliance is such that more than thirty (30) days are reasonably required for its cure, then the Landlord shall not be deemed in default if the Landlord commenced such cure within the thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event of any such default by Landlord beyond applicable notice and cure periods, the Tenant may at any time thereafter do any of the following: bring an action for damages; or for injunctive relief; specific performance; and self-help, but

only if relating to maintenance and/or repairs, in which case Tenant may undertake such maintenance and/or repairs provided that same do not (X) impact the building located at 3500 N.W. 79th Avenue, Doral, Florida or (Y) void any of Landlord's warranties, and if Landlord does not reimburse Tenant the out of pocket costs for such maintenance and/or repairs within thirty (30) days of Tenant's invoice for same (which shall be accompanied by reasonable supporting documentation), Tenant shall deduct the amount of such work (including materials and labor) from any Rent due to the Landlord; and/or pursue any other remedy available to the Tenant under this Lease, or at law, or in equity.

SECTION 30. SUBORDINATION: Landlord and Tenant hereby agree that this Lease shall be automatically subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, or any other lien or liens placed on the property of which the Premises are a part and Tenant shall, when requested, promptly execute and deliver such written instruments that shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or such other instruments in the nature of a mortgage. Specifically, if requested by Landlord's lender, Tenant shall execute a subordination, non-disturbance and attornment agreement ("SNDA") on Lender's form within thirty (30) business days of such request, so long as such SNDA is in a form reasonably acceptable to Tenant.

SECTION 31. FINANCING AGREEMENTS: Tenant shall not enter into, execute or deliver any financing agreement affecting the Premises.

SECTION 32. LIENS: Tenant shall not permit any type of lien to be filed against the Premises for any reason whatsoever. This includes any type of lien for materials, labor, utilities or anything related to the Premises. The interest of Landlord in the Premises shall not be subject to liens for improvements made by Tenant. Any lien filed by any contractor, materialman, laborer or supplier performing work for Tenant shall attach only to Tenant's interest in the Premises. If, for whatever reason, any mechanic's or other lien shall be filed against the Premises, purporting to be for labor or materials furnished or to be furnished at the request of Tenant, then Tenant shall, at its expense, cause such lien to be discharged of record by payment, bond or otherwise as

allowed by law, within thirty (30) days after the filing thereof. If Tenant shall fail to cause such lien to be discharged of record within such ten (10) day period, Landlord, in addition to any other rights and remedies, may, but shall not be obligated to, cause such lien to be discharged by payment, bond or otherwise, without investigation as to the validity thereof or as to any offsets or defenses thereto, and Tenant shall, upon written demand, promptly within ten (10) days, pay to Landlord a sum equal to the amount of such lien(s) and reimburse Landlord for all amounts paid and costs incurred, including reasonable attorneys' fees and interest thereon at the maximum legal rate from the respective dates of Landlord's payment in having such lien discharged of record (all of which shall be deemed Additional Rent) and, further, Tenant shall otherwise indemnify and hold Landlord harmless from any claim or damage resulting therefrom, subject to Florida Statutes 768.28, if applicable. Tenant shall deliver to Landlord all necessary lien releases and waivers confirming that Tenant has paid its contractors and sub-contractors (collectively "Contractors") in full for any work performed by Contractors for Tenant, and further that the Contractors release and waive any possible claims against the Premises associated with their work. Tenant acknowledges that a formal notice has been or, at Landlord's option, may be recorded in the public records denoting this prohibition against any type of lien being placed upon Landlord's property. The obligations in this section shall survive the expiration or early termination of this Lease.

SECTION 33. CASUALTY (NATURAL DISASTER) AND EMINENT DOMAIN (CONDEMNATION): If the entire Premises is totally destroyed, as reasonably determined by the Tenant, as a result of a casualty, disaster (natural or otherwise) or hazard (a "Casualty Event"), the Tenant may, at its sole option, terminate this Lease within thirty (30) days of such Casualty Event, by giving the Landlord thirty (30) days' written notice, and Landlord shall have no obligation to rebuild. If not terminated, Landlord shall diligently pursue restoration of the Premises; provided, however, that if such repairs (i) are in Landlord's reasonable estimate expected to take longer than one hundred and twenty (120) days, or (ii) actually do take longer than one hundred and twenty (120) days, either Landlord or Tenant shall have the right to terminate the Lease upon thirty (30) days' notice. During the

restoration, Tenant's responsibility to pay Rent, including any Additional Rent, shall be abated proportionately to the portion of the Premises which his untenable. Landlord shall not be liable for any inconvenience or annoyance to Tenant, or for any injury to the business of Tenant, resulting from delays in repairing the damage.

In the event the Premises, or a substantial portion thereof which materially inhibits Tenant's use of the Premises for its business operations, is taken by any condemnation or eminent domain proceeding (a "Taking") whereby the same is rendered untenable, the parties hereto shall have the right to terminate this Lease without further liability on the part of Landlord or Tenant as of the date of the Taking, by providing thirty (30) days written notice from the date of such Taking. If this Lease is not terminated, and if Tenant remains open for business in any portion of the Premise after a Taking, Tenant shall be obligated to pay Rent in proportion to the square footage of the Premises which remains tenable after a Taking and Rent shall be reduced in proportion to the square footage of the Premises rendered untenable. Any award of proceeds resulting from a condemnation or sale in lieu thereof of the whole or part of the Premises will belong solely to Landlord, and the Tenant hereby waives any right to make any additional claim against the Landlord.

In connection with any storms, hurricanes, tornados or other natural disasters, Landlord shall promptly repair the portions of the Premises for which Landlord is responsible, to the extent damaged by such an event. During periods of hurricane or tropical storm watches and/or warnings, Tenant, as it deems appropriate, shall be permitted to install or mount hurricane shutters or other appropriate protection on the Premises at its sole cost and expense.

SECTION 34. RETURN OF PREMISES: If the Expiration Date occurs on a weekend day or a federal or county holiday, the Premises shall be returned to the Landlord in accordance with this Section no later than 5:00 p.m. on the business day before such weekend day or federal or county holiday. On or before the specified time, Tenant shall deliver to Landlord the Premises, in the condition that the Premises was in as of the Commencement Date (unless the Landlord and Tenant agree otherwise in writing), and in doing so shall remove

any and all improvements, including any fixtures, other than any gates installed on the Premises, connected therewith and all other alterations and additions made to or upon the Premises, and will repair any damage caused by such removal. In the event of Tenant's failure to remove any of the Tenant's property from the Premises, Landlord is hereby authorized without liability to Tenant for loss or damage thereto, and at the sole risk and cost of Tenant, to remove and store any of the property at Tenant's expense, or to retain same under Landlord's control or after thirty (30) days' notice to Tenant to sell at a public sale, any or all of the property not so removed by Tenant and to apply the net proceeds of such sale to the payment of any sum due hereunder.

SECTION 35. MODIFICATION, INTEGRATION AND INTERPRETATION: This Lease memorializes the entire agreement between the parties hereto and all prior negotiations. All negotiations, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change, or modify any of the provisions hereof. Tenant specifically acknowledges that it has freely negotiated this Lease and that it has not been influenced to enter into this transaction. Tenant acknowledges that it has not relied upon any warranties or representations not specifically set forth in this Lease. Tenant specifically acknowledges that the condition of the Premises or any building of which the Premises are a part are not a significant inducement for entering into this Lease. Tenant further acknowledges that Landlord's repair and/or maintenance of the Premises or any building of which the Premises may be part is not a significant inducement for entering into this Lease. In any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof. The parties to this Lease agree that the terms of this Lease shall not be more strictly construed against Landlord, or more favorably for Tenant, notwithstanding Landlord's presentation of this Lease.

SECTION 36. QUIET ENJOYMENT: The Tenant, on paying the Rent and Additional Rent and performing the

conditions hereof, shall and may peaceably and quietly have, hold and enjoy the Premises throughout the term of the lease.

SECTION 37. RULES AND REGULATIONS AND TENANT OBLIGATIONS: Landlord reserves the right to promulgate, and Tenant agrees to comply with reasonable non-discriminatory rules and regulations for the Premises.

SECTION 38. LANDLORD'S AND TENANT'S RIGHTS: Landlord shall in no event be in default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days of written notice from Tenant, or such additional time as is reasonably required to correct any such default after written notice by Tenant properly specifying wherein Landlord has failed to perform such obligation.

SECTION 39. INDEPENDENT COVENANT: Each and every obligation of Tenant under the terms of this Lease shall be deemed to be independent covenants to Landlord and shall remain independent covenants notwithstanding any other obligation Landlord may have to Tenant under the Lease.

SECTION 40. SIGNAGE/ADVERTISING: Tenant is financially responsible for installing, maintaining, repairing, and replacing its own signage. All signage shall be subject to the prior written review and approval of Landlord, which approval shall not be unreasonably withheld or delayed. Tenant covenants that any and all signs shall be maintained in good condition and repair at all times. The sign criteria for the Premises shall be as follows:

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

All signs are to be constructed at Tenant's sole cost and expense (including all costs associated with the preparation of the monument and/or removal of the existing signage and for connecting the electricity to the sign) and installed only in compliance with Applicable Laws, with proper permits and approvals by licensed

sign and electrical contractors, which signs shall be deemed a fixture to the Premises. If so requested, Tenant shall be responsible for the removal of all of its signage at the expiration of the Term.

SECTION 41. NON-WAIVER PROVISION: Any waiver on behalf of any party shall be evidenced in writing. Landlord or Tenant's failure to take advantage of any default hereunder, or breach of any term, covenant, condition, or agreement of this Lease on the part of the Landlord or Tenant to be performed shall not be (or be construed to be) a waiver thereof. Likewise, the parties further agree that any custom or practice that may grow between the parties in the course of administering this Lease cannot be construed to waive or to lessen the right of the Landlord or Tenant to insist upon the complete performance by the Landlord or the Tenant of any term, covenant, condition, or agreement hereof, or to prevent the exercise any rights given by either of them on account of any such custom or practice. Waiver of a particular default under this Lease, or waiver of any breach of any term, condition, covenant, or agreement of this Lease, or any leniency shown by the Landlord or the Tenant in respect thereto, shall not be construed as, or constitute a waiver of any other or subsequent defaults under this Lease, or a waiver of the right of either party to proceed against the other party for the same or any other subsequent default under, or breach of any other term, covenant, condition, or agreement of this Lease.

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

SECTION 42. TENANT'S TAXES AND ASSESSMENTS: Tenant agrees to pay to the local taxing authorities and other governmental agencies, throughout the Term of this Lease and any renewal thereof, all personal property taxes which may be levied against Tenant's merchandise, trade fixtures and other

personal property in and about the Premises, if applicable.

SECTION 43. FORCE MAJEURE: Neither Landlord nor Tenant shall be liable for failure to perform any obligation under this Lease except to the extent such obligation is a monetary obligation such as payment of Rent, in the event it is prevented from so performing by strike, lockout, breakdown, accident, act of God, order or regulation of or by any governmental authority or failure to supply or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services or because of war or other emergency or for any other cause beyond its reasonable control.

SECTION 44. ADA/HANDICAPPED; CODE UPGRADES: Landlord agrees, at its sole expense, to comply promptly with all current and future requirements, laws, ordinances, regulations or codes of any legally constituted authority that may have authority over the Premises, including any ordinances or requirements for handicapped access to or inside of the Premises. Landlord shall be responsible for upgrading the Premises for any code upgrades that may be enacted in the future unless such upgrade is required as a result of Tenant's specific use of the Premises. With regards to the physical structure of the Premises, Landlord will comply with all requirements to make necessary modifications that are readily achievable within the confines of the Premises. However, the Landlord hereby acknowledges and agrees as of the Commencement Date the Premises shall comply with the terms and conditions of Section 553.501 et seq. of the Florida Statutes, and the Americans with Disabilities Act ("ADA"), along with any and all amendments thereto, and in the future, shall, to the greatest extent possible, notify the Tenant of any need or requirement to bring the physical components of the Premises into compliance with the aforementioned laws.

SECTION 45. SECURITY: Tenant acknowledges that Tenant assumes all responsibility and liability for the security of its own employees, agents, merchandise and fixtures within the Premises. Tenant, at its option, and at its own cost and expense may enlist its own security personnel (which personnel shall be from a licensed security company) and install its own security devices

within the Premises provided same are removed (and any damage restored) at the end of the Term.

SECTION 46. EARLY TERMINATION BY TENANT: The Tenant shall have the right to terminate this Lease by giving the Landlord not less than ninety (90) days' written notice prior to any anniversary of the Commencement Date. However, Tenant shall remain responsible for monthly installments of rent and all obligations under this Lease until the end of such ninety (90) day period, and any financial obligations due and owed to the Landlord by the Tenant shall be paid by the Tenant prior to the termination or cancellation of this Lease. Upon the expiration or early termination of this Lease, the Tenant shall return the Premises back to the Landlord in accordance with the terms and conditions of this Lease.

SECTION 47. MANAGING AGENT: Landlord may act and carry out all of its rights and obligations under this Lease through a managing agent. Such agent will not incur liability for actions taken on behalf of Landlord. The managing agent shall be hired and retained by the Landlord, which the Landlord may change from time-to-time, or such other agent as Landlord may appoint with or without notice to Tenant. Tenant may rely on the apparent authority of the managing agent.

SECTION 48. NO OFFER: THIS LEASE ONLY BECOMES VALID, BINDING AND EFFECTIVE UPON EXECUTION AND COMMENCEMENT OF THIS LEASE BY BOTH LANDLORD AND TENANT. FURTHER, EMPLOYEES OR AGENTS OF LANDLORD HAVE NO AUTHORITY TO MAKE OR AGREE TO MAKE A LEASE OR ANY OTHER AGREEMENT OR UNDERTAKING IN CONNECTION HEREWITH.

SECTION 49. ESTOPPEL CERTIFICATES: Tenant agrees, at any time and from time to time, within thirty (30) business days following written request by Landlord, to execute, acknowledge and deliver to Landlord a statement in writing certifying (i) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same are in full force and effect as modified and stating the modifications), (ii) that no uncured defaults exist hereunder (or if any such defaults exist, specifying the same), (iii) the dates to which the rent and other charges

due hereunder have been paid in advance, if any, (iv) that Tenant is in possession of the Premises (or specifying whether there have been any assignments or subleases), (v) that there are no defenses, set-offs, or claims against Landlord (or specifying the nature of any defenses, set-offs, or claims asserted), or (vi) key lease terms such as the Expiration Date or current rental amount being paid, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or mortgagee of, or assignee of any mortgage upon.

SECTION 50. MISCELLANEOUS:

- A. CAPTIONS AND SECTION NUMBERS:** The captions in this Lease are for convenience of reference only and shall not define, modify, explain, amplify or limit the provisions, interpretation, construction, or meaning hereof.
- B. CONSTRUCTION OF CERTAIN TERMS:** As used in this Lease, the word "person" shall mean and include where appropriate, any individual, corporation, partnership or other entity; the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words of any gender shall mean and include any other gender.
- C. EXECUTION:** Intentionally omitted.
- D. LIMITATION OF LIABILITY:** The term "Landlord" as used in this Lease, so far as covenants or obligations to be performed by Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the Premises, and in the event of any transfer or transfers of title to said property, Landlord (and in case of any subsequent transfers or conveyances, the then grantor) shall be concurrently freed and relieved from and after the date of such transfer or conveyance, without any further instrument or agreement, of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed, it being intended hereby that the covenants and obligations contained in this Lease on the part of Landlord, shall, subject as aforesaid, be binding on Landlord,

its successors and assigns, only during and in respect of their respective successive periods of ownership of said leasehold interest or fee, as the case may be. Tenant, its successors and assigns, shall not assert nor seek to enforce any claim for breach of this Lease against any of Landlord's assets other than Landlord's interest in the Premises and in the rents, issues and profits thereof, and Tenant agrees to look solely to such interest for the satisfaction of any liability or claim against Landlord under this Lease, it being specifically agreed that in no event whatsoever shall Landlord (which term shall include, without limitation, the Indemnified Parties) ever be personally liable for any such liability.

J.

any one or more of the provisions of this Lease should be declared invalid by final order, decree or judgment of a court of competent jurisdiction, this Lease shall be construed as if such invalid provisions had not been included in this Lease.

BROKERS: Both parties hereby stipulate, acknowledge and agree that neither of them utilized a broker or an agent in the selection, negotiation, and/or for any other reason involving this Lease, and thereby there are no brokerage commissions due under this Lease, or that shall become due upon the renewal or extension of this Lease.

K.

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

L.

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

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

F. **CONFIDENTIALITY:** The parties hereby acknowledge and agree that the Landlord and Tenant shall each be permitted to disclose any information in this Lease without the other party's prior written consent.

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

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

I. **PARTIAL INVALIDITY OR UNENFORCEABILITY:** The invalidity of one or more of the provisions of this Lease shall not affect the remaining portions of this Lease; and, if

M.

ENTIRE AGREEMENT: This Lease, including all exhibits attached hereto, contains the entire agreement of the parties hereto with respect to the matters covered thereby. This

Lease cancels, voids and nullifies all prior lease agreements, addendums, written agreements and oral agreements between the parties. This Lease may not be amended, modified or supplemented except by written instrument executed by Landlord and Tenant.

- N. TELECOPIED AND EMAILED SIGNATURE PAGES:** In order to facilitate the agreements contemplated by this Lease, signatures transmitted by facsimile machine, or signatures transmitted via e-mail in a "PDF" format may be used in place of original signatures on this Lease. Each Party intends to be bound by such Party's electronic or "PDF" format signature on this Lease, is aware that the other Parties are relying on such Party's facsimile or "PDF" format signature, and hereby waives any defenses to the enforcement of this Lease based upon the form of signature.
- O. CALENDAR DAYS:** Any mention in this Lease of a period of days for performance, unless otherwise described in this Lease, shall mean calendar days.
- P. RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

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

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

WITNESS:

Witness

Witness

(OFFICIAL SEAL)

ATTEST:

JUAN FERNANDEZ BARQUIN,
CLERK OF COURT AND
COMPTROLLER

By: _____
Deputy Clerk

Approved by the County Attorney as
to form and legal sufficiency: _____

Print Name: _____

LANDLORD:

S & S INTERNATIONAL CORPORATION,
a Florida corporation

By:

Name: Ernesto L Avino

Title: Vice President

Date: 07/01/2025

TENANT:

MIAMI-DADE COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
FLORIDA

By: _____

Name: Daniella Levine Cava

Title: County Mayor

Date: _____

EXHIBIT "A"

PREMISES

