

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("Amendment") is entered into by and between **PRIMERA TOWERS (FL) JOINT VENTURE LLC**, a Delaware limited liability company ("Landlord"), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida ("Tenant"). This Amendment is made effective as of the date set forth on Tenant's counterpart signature page to this Amendment.

RECITALS:

A. Landlord and Tenant are currently bound under that certain Office Lease Agreement dated June 12, 2018 ("**Original Lease**"), entered into by and between Landlord and the City of Winter Park ("**CWP**"), as amended by the following instruments: (i) Tenant's Acceptance Certificate dated November 27, 2018 ("**TAC**"), (ii) Agreement for Assignment and Assumption of Lease dated as of July 12, 2022 ("**Assignment**"), whereby CWP assigned its interest in the Original Lease to Tenant, and (iii) Consent to Assignment of Lease dated July 12, 2022 ("**Consent**"), whereby Landlord consented to the Assignment (collectively, the Original Lease, TAC, Assignment and Consent are referred to herein as the "**Lease**"). Pursuant to the Lease, Tenant is leasing from Landlord that certain premises known as Suite 300 containing 7,012 rentable square feet on the third (3rd) floor of Landlord's office building known as Primera Tower I located at 610 Crescent Executive Court, Lake Mary, Florida 32746.

B. Landlord and Tenant desire to amend the Lease as set forth herein.

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises and covenants contained herein and in the Lease, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. The above recitals are true and correct and incorporated herein, and all capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Lease.

2. **Lease Term.** Landlord and Tenant agree that they extended the initial Term of the Lease by one (1) month through execution of the TAC (i.e., the initial Term of the Lease expires on the ninetieth (90th) Lease Month following the Commencement Date instead of the eighty-ninth (89th) Lease Month as set forth in the Original Lease) and, in connection therewith, Tenant received an additional month of Base Rent abatement under the Lease (i.e., Tenant received six (6) months of Base Rent abatement instead of five (5) months of Base Rent abatement as set forth in the Original Lease). Accordingly, Landlord and Tenant agree that the current Term of the Lease is set to expire on March 31, 2026. The Term of the Lease is hereby extended for a period of sixty-three (63) months, commencing on April 1, 2026 and expiring on June 30, 2031 (which sixty-three (63) month extension period is referred to herein as the "**First Amendment Extension Term**"). All of the terms and conditions of the Lease shall be applicable during the First Amendment Extension Term, except as otherwise provided in this Amendment.

3. **Rent.** Rent due under the Lease shall continue to be payable in accordance with the terms of the Lease, except as follows:

A. During the First Amendment Extension Term, Base Rent shall be due in the following amounts:

| <u>Lease Period</u> | <u>Annual Base Rent Rate Per RSF</u> | <u>Monthly Base Rent*</u> |
|----------------------------|---|----------------------------------|
| 4/1/2026 – 3/31/2027 | \$29.50 | \$17,237.83** |
| 4/1/2027 – 3/31/2028 | \$30.39 | \$17,757.89 |
| 4/1/2028 – 3/31/2029 | \$31.30 | \$18,289.63 |
| 4/1/2029 – 3/31/2030 | \$32.24 | \$18,838.91 |
| 4/1/2030 – 3/31/2031 | \$33.20 | \$19,399.87 |
| 4/1/2031 – 6/30/2031 | \$34.20 | \$19,984.20 |

*Amounts do not include Florida sales tax which Tenant shall be obligated to pay as provided in the Lease.

**Monthly payments of Base Rent shall abate in full for the initial three (3) months of the First Amendment Extension Term (i.e., from April 1, 2026 through June 30, 2026).

B. Commencing on April 1, 2026 and continuing thereafter, for purposes of determining Tenant's Proportionate Share of Operating Expenses and Taxes due under the Lease, the "Base Year" shall be calendar year 2026.

4. Condition of Premises. Tenant accepts the Premises in its "AS IS", "WHERE IS", and "WITH ALL FAULTS" condition, and Tenant acknowledges and agrees that: (i) except as otherwise set forth in the Lease, Landlord makes no representation or warranty of any kind as to the condition of the Premises; (ii) any improvement allowances granted to Tenant under the Lease prior to the date of this Amendment have been fully satisfied; and (iii) **except for Landlord's repair and maintenance obligations under the Lease and except as otherwise provided in Section 5 of this Amendment, Landlord has no obligation to improve or renovate the Premises or contribute to the cost thereof in connection with entering into this Amendment.**

5. Tenant Improvements. Following April 1, 2026, Landlord agrees, at Landlord's sole cost and expense, using Building standard materials and finishes, to perform the following work on a one-time basis: (i) replace existing carpet in the Premises with new carpet; (ii) repaint the interior walls of the Premises; and (iii) replace existing ceiling light fixtures within the Premises with new LED light fixtures.

6. Notice Addresses.

A. Landlord's notice address under the Lease is hereby confirmed to be as follows:

Primera Towers (FL) Joint Venture LLC
c/o Parmenter, LLC
615 Crescent Executive Court, Suite 112
Lake Mary, Florida 32746
Attn: Property Manager

With a copy to:

Primera Towers (FL) Joint Venture LLC
c/o Parmenter, LLC
1455 Lincoln Parkway, Suite 450 (or Suite 150 for overnight deliveries)
Atlanta, Georgia 30346
Attn: Asset Manager

Email a copy to: legal@parmco.com

B. Tenant's notice address under the Lease is hereby confirmed to be as follows:

Orange County Sheriff's Office
610 Crescent Executive Court, Suite 300
Lake Mary, Florida 32746
Attn: Sheriff

With a copy to:

Orange County, Florida
Real Estate Management Division
Attn: Manager
P.O. Box 1393
Orlando, Florida 32802

7. Brokers.

A. Tenant represents and warrants to Landlord that no brokers or agents have represented Tenant in connection with this Amendment. Tenant agrees to indemnify and hold harmless Landlord from and against all costs and expenses (including reasonable attorney fees), liens, brokerage commissions or claims arising from or brought by any broker or agent claiming to have worked for or represented Tenant in connection with this Amendment.

B. Landlord represents and warrants to Tenant that no brokers or agents have represented Landlord in connection with this Amendment, except for Jones Lang LaSalle Brokerage, Inc. ("**Landlord's Broker**"). Landlord agrees to indemnify and hold harmless Tenant against all costs and expenses (including reasonable attorney fees), liens, brokerage commissions or claims arising from or brought by any broker or agent (including **Landlord's Broker**) claiming to have worked for or represented Landlord in connection with this Amendment.

8. Ratification. The parties hereby ratify and reaffirm their rights and obligations under the Lease as modified by this Amendment. In the event of a conflict or ambiguity between the Lease and this Amendment, the terms and provisions of this Amendment shall control.

9. Binding. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Amendment. This Amendment may be transmitted between the parties by electronic mail. The parties intend that an electronic signature or a copy of an original signature sent via electronic mail shall constitute an original signature and, therefore, this Amendment document sent via electronic mail containing the signatures (electronic or copy of an original) of all parties is binding on the parties.

11. Radon Gas.

AS REQUIRED BY FLORIDA STATUTE, THE FOLLOWING NOTIFICATION IS PROVIDED:

RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.


[Signature Pages to Follow]

IN WITNESS WHEREOF, the Landlord and Tenant hereto have signed and executed this First Amendment to Lease Agreement on the dates indicated below.

LANDLORD:

PRIMERA TOWERS (FL) JOINT VENTURE LLC

By: Primera Venture Holding LLC
Its: Sole Member
By: Primera Towers Manager, LLC
Its: Managing Member
By: Parmenter REIT Fund V, LLC
Its: Manager

By: 
Name: Michael Holmes
Title: Vice President

Date: 6/19/25

IN WITNESS WHEREOF, the Landlord and Tenant hereto have signed and executed this First Amendment to Lease Agreement on the dates indicated below.

TENANT:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Name: Jerry L. Demings
Title: Orange County Mayor

Date: _____

ATTEST: Phil Diamond, CPA, County Comptroller
as Clerk to the Board of County Commissioners

By: _____
Deputy Clerk

Printed Name: _____