



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

**DATE:** September 20, 2019

**TO:** Mayor Jerry L. Demings  
and the  
Board of County Commissioners

**THROUGH:** Paul Sladek, Manager *PS*  
Real Estate Management Division

**FROM:** Alex Feinman, Leasing Program Manager *AF*  
Real Estate Management Division

**CONTACT PERSON:** Paul Sladek, Manager

**DIVISION:** Real Estate Management  
Phone: (407) 836-7090

**ACTION REQUESTED:** Approval and execution of Ninth Amendment to Lease Agreement by and between Piedmont 200 & 250 South Orange Avenue, LLC and Orange County, Florida and delegation of authority to the Real Estate Management Division to exercise renewal option and furnish notices, required or allowed by the lease, as needed

**PROJECT:** SunTrust  
200 South Orange Avenue, Orlando, Florida 32801  
Lease File #2007  
  
District 5

**PURPOSE:** To continue to provide office space for the Property Appraiser and Tax Collector.

**ITEM:** Ninth Amendment to Lease Agreement  
Cost: Year 1 - \$119,158.58 base rent per month  
Year 2 - \$122,445.72 base rent per month  
Year 3 - \$125,815.03 base rent per month  
Year 4 - \$129,266.52 base rent per month  
Year 5 - \$132,800.19 base rent per month  
Size: 49,307 square feet  
Term: 5 years  
Options: One, 5-year renewal

**BUDGET:** Account No.: 0001-043-0201-3620

**APPROVALS:** Real Estate Management Division  
Orange County Property Appraiser's Office  
Orange County Tax Collector's Office  
County Attorney's Office  
Risk Management Division

**REMARKS:** County currently leases 49,307 square feet of office space for the Property Appraiser and Tax Collector at the SunTrust Building under a lease approved by the Board on June 27, 1995, as amended and extended.

This Ninth Amendment to Lease Agreement renews the lease for an additional five years, provides for one additional 5-year renewal, provides a \$739,605 tenant allowance to modernize the look of the space, updates insurance requirements, and adds additional parking spaces.

All other terms and conditions of the lease shall remain in effect.

OCT 08 2019

NINTH AMENDMENT TO LEASE AGREEMENT

**THIS NINTH AMENDMENT TO LEASE AGREEMENT** (this “**Amendment**”) is made and entered into as of the date last executed below (the “**Effective Date**”), by and between PIEDMONT 200 & 250 SOUTH ORANGE AVENUE, LLC, a Delaware limited liability company (“**Landlord**”), as successor in interest to Lincoln-Sun Center, Ltd. (“**Original Landlord**”), and ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (“**Tenant**”).

A. Original Landlord and Tenant entered into that certain Lease Agreement dated August 10, 1995 (the “**Original Lease**”), as amended by that certain First Amendment dated August 4, 1998 (“**First Amendment**”), Second Amendment dated December 21, 1999 (“**Second Amendment**”), Third Amendment dated May 24, 2000 (“**Third Amendment**”), Fourth Amendment dated November 28, 2000 (“**Fourth Amendment**”), Fifth Amendment to Lease dated August 23, 2005 (“**Fifth Amendment**”), Sixth Amendment to Lease Agreement dated September 22, 2009 (“**Sixth Amendment**”), Seventh Amendment to Lease Agreement dated August 13, 2014 (“**Seventh Amendment**”) and Eighth Amendment to Lease Agreement dated June 23, 2015 (“**Eighth Amendment**”); together with the Original Lease, the “**Lease**”), pursuant to which Tenant currently leases 49,307 rentable square feet consisting of Suite 1500 containing 10,305 rentable square feet, Suite 1600 containing 19,687 rentable square feet, and Suite 1700 containing 19,315 rentable square feet (the “**Premises**”) of the building located at 200 South Orange Avenue, Orlando, Florida 32801 (the “**Building**”).

B. Landlord has succeeded to all right, title and interest of Original Landlord under the Lease.

C. The Lease Term is currently scheduled to expire on December 31, 2019 (the “**Prior Expiration Date**”).

D. Landlord and Tenant desire to extend the Lease Term, and otherwise modify the Lease as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated into and made a material part of this Amendment. Capitalized terms used but not otherwise defined herein shall have the same meanings ascribed to them in the Lease.

2. Extension of Term. The Lease Term is hereby extended (the “**Extended Term**”) such that the Expiration Date (herein called the “**Extended Expiration Date**”) for the Premises shall be January 31, 2025. All of the terms and conditions of the Lease shall be applicable during the Extended Term, except as is otherwise provided in this Amendment. Tenant may use and occupy the Premises as a holdover tenant during the month of January, 2020, except that Tenant shall not be required to pay Base Rent or Adjustment Rent for January, 2020 and neither party shall have the right to terminate the holdover tenancy. The Extended Term shall run for five (5) years thereafter from February 1, 2020 through January 31, 2025.

3. Base Rent for the Premises. Tenant shall continue to pay Base Rent as set forth in the Lease through the Prior Expiration Date. Commencing on February 1, 2020 (the “**Extended Term Commencement Date**”), Tenant shall pay Base Rent for the Premises in the following monthly

installments at the following times and in the same manner and place as is required under the Lease, as amended hereby:

<u>Time Period:</u>	<u>Annual Base Rent Per Rentable Square Foot</u>	<u>Monthly Installments of Base Rent</u>
2/1/20 - 1/31/21	\$29.00	\$119,158.58
2/1/21 - 1/31/22	\$29.80	\$122,445.72
2/1/22 - 1/31/23	\$30.62	\$125,815.03
2/1/23 - 1/31/24	\$31.46	\$129,266.52
2/1/24 - 1/31/25	\$32.32	\$132,800.19

Plus applicable State of Florida sales tax

4. Adjustment Rent. Tenant shall continue to pay Adjustment Rent during the Extended Term; provided, however, as of the Extended Term Commencement Date:

(A) The “Base Year” shall be amended to be calendar year 2020; and

(B) The last two sentences of Section 6.1 of the Original Lease (as amended by Section 4 of the Sixth Amendment) shall be deleted and replaced with the following: “Notwithstanding anything to the contrary set forth in this Lease, for the purpose of determining Adjustment Rent for the calendar year 2021 and each succeeding calendar year during the Extended Term, Adjustment Rent shall exclude that portion of Controllable Basic Costs (as hereinafter defined) per square foot of Net Rentable Area in the Building for such calendar year which exceeds 105% of the actual Controllable Basic Costs per square foot of Net Rentable Area in the Building for the preceding calendar year, determined on a cumulative basis. “Controllable Basic Costs” shall mean all Basic Costs excluding Basic Costs described in subparagraphs (a), (e) and (f) of Paragraph 1.12 of the Original Lease, other insurance costs (including, without limitation, deductibles), all governmentally mandated costs and expenses, and weather related costs.”

5. Landlord’s Notice Address. Landlord’s notice addresses set forth in the Lease are hereby amended to substitute the following current notice addresses for Landlord:

c/o Piedmont Office Realty Trust  
 5565 Glenridge Connector, Suite 450  
 Atlanta, GA 30342  
 Attn: Florida Asset Manager

with a copy to:

Piedmont Office Realty Trust  
 250 S. Orange Avenue, Suite 150P  
 Orlando, FL 32801  
 Attention: Property Manager

6. Acceptance of Premises; Allowance.

(A) Tenant hereby accepts the Premises in its “AS IS,” “WHERE IS” condition and without any representations or warranties (express or implied) whatsoever, during the Extended Term and hereby acknowledges and agrees Landlord shall have no obligation to construct any tenant improvements to the

Premises, and Landlord shall have no obligation to provide any tenant improvement allowance, credit, set-off, or other concession to Tenant, except as expressly set forth below in this Section 6.

(B) Landlord shall provide to Tenant as a tenant improvements allowance up to Fifteen and No/00 Dollars (\$15.00) per square foot of Net Rentable Area of the Premises (i.e., up to \$739,605.00) (the “**Allowance**”), which may be applied to all of the following construction/alteration costs (collectively, the “**Construction Costs**”) and to construction management fees: (i) improvements in and to the Premises based upon a mutually agreeable space plan (the “**Improvements**”), (ii) design/architecture costs, (iii) construction, (iv) engineering, (v) professional fees, and (vi) permitting costs, if any, for the construction of or alterations to the Premises. No portion of the Allowance may be used to purchase furniture, fixtures or equipment or to pay for cabling costs or moving costs. Subject to the deadline in Section 11(C) below, any unused portion of the Allowance not to exceed \$6.00 per square foot of Net Rentable Area (i.e., no more than \$295,842.00) (the “**Rent and Staircase Portion**”) shall, at Tenant’s option, be credited to Tenant against Base Rent or be used in connection with the removal of a staircase, pursuant to Section 11(E) below. Tenant shall be responsible for all Construction Costs in excess of the Allowance, if any, and shall reimburse Landlord for such difference promptly upon receipt of invoices for the same. Landlord may, but shall not be required to, retain a construction manager (“**Construction Manager**”). The Construction Manager, on behalf of Landlord and Tenant, shall (1) coordinate architectural and engineering planning; (2) solicit bids from at least three (3) qualified contractors and conduct any permitting processes; (3) award the bid to the lowest qualified general contractor(s)/subcontractor(s); and (4) supervise the construction of the Improvements in the Premises. Landlord (or in the event Landlord retains a Construction Manager, then the Construction Manager) will receive a construction management fee of two percent (2%) of the Construction Costs. Such Improvements shall be completed within six (6) months of mutual agreement of the scope of such Improvements and receipt of permits, if required, subject to availability of materials.

(C) The Allowance must be utilized by Tenant for the purposes set forth herein (i.e., to pay for Construction Costs, removal of a staircase or restroom renovations, or to be used as Base Rent credit to the extent permitted herein) within twenty-four (24) months from the Extended Term Commencement Date or any unused portion shall be forfeited and no longer be available to Tenant, provided that any remaining portion of the Rent and Staircase Portion of the Allowance shall remain available to Tenant for staircase removal costs prior to the expiration of the Lease Term pursuant to Section 11(E) below. If needed, within such twenty-four (24) months from the Extended Term Commencement Date, Landlord and Tenant shall execute a mutually agreeable letter agreement, which shall confirm the exact amount of the Allowance that will be used as a credit against such removal. Tenant’s Manager of the Real Estate Management Division is authorized to execute such letter agreement. Tenant acknowledges that the Improvements in the Premises shall be performed while Tenant is in occupancy of the Premises and that Landlord shall use reasonable efforts not to interfere with Tenant’s use of the Premises during the performance of the construction of or any alterations to the Premises, but that some such interference may occur and shall not be a default by Landlord under the Lease, as herein amended. Prior to commencement of the Improvements, the Construction Manager will coordinate the schedule for the completion of the Improvements with Tenant (or Tenant’s designee). Landlord shall not be required to incur overtime costs and expenses in performing the Improvements in the Premises.

(D) Should Tenant elect to use a portion of the Allowance as credit against Base Rent, Tenant and Landlord must execute a mutually agreeable letter agreement, which shall confirm the exact amount of the Allowance that will be used as credit against Base Rent. Tenant’s Manager of the Real Estate Management Division is authorized to execute such letter agreement on behalf of Tenant.

(E) If the Construction Costs are estimated to exceed the Allowance, then no advance of the Allowance shall be made by Landlord until Tenant has first paid from its own funds (and provided

reasonable evidence thereof to Landlord) the anticipated amount by which the projected Construction Costs exceed the amount of the Allowance. Thereafter, Landlord shall pay to Tenant or, at Tenant's option, directly to the general contractor, the Allowance following the receipt by Landlord of the following items: (i) a request for payment with a sworn statement identifying all contractors, subcontractors and suppliers engaged to perform work and provide supplies, (ii) final or partial lien waivers, as the case may be, from all contractors, subcontractors and suppliers performing work or supplying or fabricating materials for the Improvements, fully executed, acknowledged and in recordable form, and (iii) evidence of governmental approval of the Improvements (if required by law) (collectively, a "**Completed Application for Payment**"). Landlord shall pay the amount requested in the applicable Completed Application for Payment within 30 days following Landlord's receipt of the Completed Application for Payment. If, however, the Completed Application for Payment is incomplete or incorrect, Landlord's payment of such request shall be deferred until 30 days following Landlord's receipt of the corrected Completed Application for Payment. Notwithstanding anything to the contrary contained in this section, Landlord shall not be obligated to make any disbursement of the Allowance during the pendency of any of the following (i.e. until the issue has been cured): (1) the conditions to the advance of the Allowance are not satisfied, or (2) Tenant is in default under the Lease beyond expiration of any applicable notice and cure period.

(F) Tenant will have thirty (30) days from receipt of a cost estimate to notify Landlord in writing whether Tenant elects to utilize a portion of the Allowance to be used for renovating the restrooms on the 16th and 17th floors of the Building. Tenant's Manager of the Real Estate Management Division is authorized to execute such notice. Should Tenant elect to proceed with the restroom renovations, then half of the final expense to renovate the 16<sup>th</sup> and 17<sup>th</sup> floor restrooms will be paid for out of the Allowance and the other half will be funded by Landlord, provided that Landlord's share of such costs shall not exceed \$3.00 per square foot of Net Rentable Area of the Premises. Tenant may not elect to proceed with the restroom renovations until Landlord and Tenant have agreed on the improvements, design and finishes to be used in the restroom renovation project. Landlord and Tenant agree that the budget for the restroom renovation project is \$6.00 per square foot of Net Rentable Area of the Premises (i.e., \$295,842.00). Landlord and Tenant shall use best efforts to value engineer the restroom renovation project to remain within budget.

7. Insurance. Sections 18 and 19 of the Original Lease (including Sections 19.1 and 19.2 in Section 9 of the 7<sup>th</sup> Amendment) are deleted and replaced with the following:

(A) Tenant shall not conduct or permit to be conducted any activity, or place or permit to be placed any equipment or other item in or about the Premises, the Building or the Real Property, which will in any way increase the rate of property insurance or other insurance on the Premises, Building or Real Property. If any increase in the rate of property or other insurance is due to any activity, equipment or other item of Tenant, then (whether or not Landlord has consented to such activity, equipment or other item) Tenant shall pay as additional rent due hereunder the amount of such increase. The statement of any applicable insurance company or insurance broker that an increase is due to any such activity, equipment or other item shall be conclusive evidence thereof.

(B) Throughout the Lease Term, Tenant shall, without waiving its sovereign immunity, obtain and maintain the following insurance through a self-insurance program or excess coverage written with companies with an A.M. Best's A-:VII or better rating and an S&P A- or better rating. Tenant's right to self-insure is personal to Tenant Orange County, Florida.

- (i) Commercial General Liability insurance, written on an occurrence basis, with limits not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) general aggregate (on a per location basis), Two Million Dollars

(\$2,000,000) products/completed operations aggregate, One Million Dollars (\$1,000,000) personal and advertising injury liability, and Fifty Thousand Dollars (\$50,000) fire damage legal liability. The insurance shall be written on a manuscript or ISO occurrence form and shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury and liability assumed under an insured contract.

- (ii) Workers' Compensation insurance as required by the applicable state law, and Employer's Liability insurance with limits not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee.
- (iii) Commercial Auto Liability insurance (if applicable) covering automobiles owned, non-owned, hired or used by Tenant in carrying on its business with limits not less than One Million Dollars (\$1,000,000) combined single limit each accident.
- (iv) Umbrella/Excess Liability insurance on a follow form basis in excess of the Commercial General Liability, Employer's Liability and Commercial Auto Liability policies with limits not less than Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate.
- (v) Special form Property insurance, including sprinkler leakage, covering all tenant improvements in the Premises, Tenant's property, furniture, furnishings, fixtures, improvements, alterations, and equipment located at the Building, whether an expense of Landlord or Tenant, and any applicable use interest, on a replacement cost basis. If Tenant is responsible for any machinery and equipment, Tenant shall maintain mechanical breakdown insurance. Landlord shall not carry insurance on, and shall not be responsible for damage to, Tenant's personal property or any alterations (including Tenant work or tenant improvements, by whomsoever constructed), and Landlord shall not carry insurance against, or be responsible for any loss suffered by Tenant due to, interruption of Tenant's business. Notwithstanding that this Lease provides that the same is not the responsibility of Landlord, Landlord shall be a Loss Payee on the Property policy.
- (vi) Business Interruption and Extra Expense insurance in amounts typically carried by prudent tenants engaged in similar operations, but in no event in an amount less than double the annual Base Rent then in effect. Such insurance shall reimburse Tenant for direct and indirect loss of earnings and extra expenses attributable to all perils insured against.

All insurance required to be carried by Tenant may be carried under a self-insurance program or blanket policies of insurance covering the Premises and other locations of Tenant and its related entities, so long as such blanket policies provide the same insurance coverage on the Premises as if the Premises were the only location insured.

(C) Piedmont 200 & 250 South Orange Avenue, LLC, Piedmont Operating Partnership LP, Piedmont Office Management LLC, Piedmont Office Realty Trust, Inc., Piedmont Office Holdings, Inc., shall be named as additional insureds (collectively, the "Additional Insureds") and shall be included on each policy as additional insureds as it pertains to the Commercial General Liability, Umbrella/Excess Liability, and Auto Liability policies, and said coverage shall be written as primary policies and not contributing with and not in excess of any insurance carried by Landlord or any Additional Insureds, with

the exception of Workers' Compensation. The Additional Insureds will be entitled to the limits stated in this Lease. Landlord reserves the right to name additional and substitute Additional Insureds from time to time, such as when the Building is sold. Notwithstanding the foregoing, Tenant Orange County, Florida shall not be required to comply with this Section (C). This Section (C) shall apply if Tenant assigns the lease.

(D) All property insurance shall remain in full force and effect notwithstanding that the insured may have waived its right of action against any party prior to the occurrence of a loss. Tenant hereby waives its right of action and recovery, including deductibles and self-insured retentions, against and releases Landlord, Landlord's property manager, affiliates, shareholders, partners, directors, officers, employees, agents and representatives from any and all liabilities, claims and losses for which they may otherwise be liable to the extent that the same are covered, or would have been covered if so maintained, by the property insurance required to be carried by Tenant under this Lease. Tenant's property insurance shall provide that the insurer thereunder waives all right of recovery by way of subrogation against Landlord and Landlord's representatives and insurers in connection with any loss or damage covered by such policy. Tenant shall give Landlord notice of cancellation, failure to renew, reduction of amount of insurance, or change of Tenant's insurance coverage no later than two (2) business days after Tenant learns of such cancellation, failure to renew, reduction of amount of insurance, or change of coverage.

(E) Intentionally deleted.

(F) Throughout the Term of this Lease, Landlord agrees to carry and maintain special form property insurance, on a replacement cost basis, covering the Building and Landlord's property therein, excluding property required to be insured by Tenant. Landlord hereby waives its right of recovery against Tenant and releases Tenant from any and all liabilities, claims and losses for which Tenant may otherwise be liable to the extent Landlord receives proceeds from its property insurance therefor. Landlord shall secure a waiver of subrogation from its insurance carrier. Landlord also agrees to carry and maintain Commercial General Liability insurance in limits it reasonably deems appropriate, but in no event less than the limits required of Tenant above. Any insurance required to be maintained by Landlord may be taken out under blanket insurance policies covering other buildings, property or insureds in addition to the Building and Landlord. Landlord may elect to carry such other additional insurance or higher limits as it reasonably deems appropriate. Tenant acknowledges that Landlord shall not carry insurance on, and shall not be responsible for, damage to, protecting from further loss or damage to, or repairs to Tenant's property, which includes furniture, furnishings, fixtures or equipment, or any tenant improvements (including Tenant alterations, any Tenant work, and any Landlord work, by whomsoever constructed) or improvements in the Premises, and that Landlord shall not carry insurance against, or be responsible for any loss suffered by Tenant due to, interruption of Tenant's business. All insurance required to be carried by Landlord may be carried under blanket policies of insurance covering the Building and other locations of Landlord and its related entities.

(G) All contracts between Tenant or Landlord and a contractor/vendor performing work or providing services in the Premises must explicitly require the contractor/vendor: (a) to name Landlord and Landlord's agents as additional insureds, and (b) to indemnify, defend and hold harmless Landlord and Landlord's agents from and against any loss, damage, claim, or injury including, without limitation, damage to the Premises and the Building. Certificates of such insurance complying with the requirements of this Lease must be received by Landlord before any work or services are commenced in the Premises.

8. Casualty Damage. Section 21 of the Original Lease is deleted and replaced with the following:



If the Premises or any part thereof is damaged by fire or other casualty during the Lease Term, Landlord shall use available insurance proceeds to restore the Premises, excluding Tenant's property, which includes furniture, furnishings, fixtures or equipment, or any of Tenant's alterations, Tenant's work, or tenant improvements in the Premises, which Tenant covenants to both protect from further loss or damage and rebuild, at Tenant's expense, promptly after the casualty. Landlord shall restore any common areas of the Building providing access to the Premises which are damaged by fire or other casualty promptly after the casualty. Such restoration shall be to substantially the same condition prior to the casualty, except for modifications required by zoning and building codes and other laws or by any mortgagee, any other modifications to the common areas deemed desirable by Landlord (provided access to the Premises is not materially impaired). Landlord shall not be liable for any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business resulting in any way from such damage or the repair thereof. However, from the date of the casualty until Landlord completes Landlord's repairs, Landlord shall allow Tenant a proportionate abatement of rent during the time and to the extent the Premises are unfit for occupancy for the purposes permitted under this Lease and not occupied by Tenant as a result thereof (unless Tenant or its employees or agents intentionally caused the damage). Notwithstanding the foregoing, Landlord may terminate this Lease by giving Tenant written notice of termination within sixty (60) days after the date of damage (such termination notice to include a termination date providing at least ninety (90) days for Tenant to vacate the Premises), if the Building shall be materially damaged by Tenant or its employees or agents, or if the Building shall be damaged by fire or other casualty such that: (a) repairs to the Premises and access thereto cannot reasonably be completed within three hundred sixty five (365) days after the casualty without the payment of overtime or other premiums, (b) more than twenty-five percent (25%) of the Premises is affected by the damage and fewer than twenty-four (24) months remain in the Term, or any material damage occurs to the Premises during the last twelve (12) months of the Term, (c) any mortgagee shall require that the insurance proceeds or any portion thereof be used to retire the mortgage debt (or shall terminate the ground lease, as the case may be), or the damage is not fully covered by Landlord's insurance policies (excluding the deductible), or (d) the cost of the repairs, alterations, restoration or improvement work would exceed twenty-five percent (25%) of the replacement value of the Building, or (e) the nature of such work would make termination of this Lease necessary or convenient and Landlord also terminates the leases of all other similarly situated tenants. Tenant agrees that Landlord's obligation to restore, and the abatement of rent provided herein, shall be Tenant's sole recourse in the event of such damage, and waives any other rights Tenant may have under any applicable Law to terminate the Lease by reason of damage to the Premises or Building. Tenant acknowledges that this Section represents the entire agreement between the parties respecting casualty damage to the Premises or the Building.

9. Brokers. Tenant represents that Tenant has not dealt with any broker, agent or finder in connection with this Amendment other than Jones Lang LaSalle Inc. ("**Landlord's Broker**") and CBRE, Inc. ("**Tenant's Broker**" and, together with Landlord's Broker, the "**Brokers**"), whose right to a commission shall be paid by Landlord pursuant to separate written agreement, and Tenant agrees to indemnify and hold Landlord harmless from all damages, judgments, liabilities and expenses (including reasonable attorneys' fees) arising from any claims or demands of any broker, agent or finder other than the Brokers with whom Tenant has dealt for any commission or fee alleged to be due in connection with its participation in the procurement of Tenant or the negotiation with Tenant of this Amendment.

10. Parking. Section 8 of the Seventh Amendment shall remain in effect. Section 9 of the 6<sup>th</sup> Amendment, Section 5.03 of the Fifth Amendment, Section VIII.B of the First Amendment, and Exhibit G of the Original Lease are deleted and replaced with the following:

(A) During the Extended Term, Landlord shall lease to Tenant, or cause the operator (the "Operator") of the garage servicing the Building (the "Garage") to lease to Tenant, and Tenant shall lease from Landlord or such Operator, 98 parking spaces (collectively, the "Spaces") in, or on the roof of, the Garage for the use of Tenant and its employees. This constitutes a 2/1,000 rsf parking ratio. The location of reserved Spaces shall be designated by Landlord. Two (2) of the 98 Spaces shall be reserved Spaces and shall be free of charge during the Extended Term. Unreserved Spaces shall be leased at the rate of \$135.00 per Space, per month, plus applicable tax thereon, and all other reserved Spaces shall be leased at the rate of \$165.00 per Space, per month, plus applicable tax thereon, as such rates may be adjusted from time-to-time no more than once per lease year to reflect the then current standard rate for such parking in the Garage generally applicable to tenants as established by Landlord, which shall be market comparable with the prevailing market rate for parking in the area and such sums shall be payable by Tenant as Rent. At Tenant's request, Landlord shall provide Tenant a survey of pricing at competitor garages to establish that Landlord's rates are market comparable. As a condition to using a Space, each of Tenant's parkers must execute and deliver to Landlord the standard commercially reasonable parking agreement used by Landlord or the Garage Operator (the "Parking Agreement") for such Spaces.

(B) No deductions or allowances shall be made for days when Tenant or any of its employees does not utilize the parking facilities or for Tenant utilizing less than all of the Spaces. Tenant shall not have the right to lease or otherwise use more than the number of reserved and unreserved Spaces set forth above.

(C) Except for particular spaces and areas designated by Landlord or the Operator for reserved parking, all parking in the Garage shall be on an unreserved, first-come, first-served basis.

(D) Landlord shall not be responsible for money, jewelry, automobiles or other personal property lost in or stolen from the Garage regardless of whether such loss or theft occurs when the Garage or other portions of the parking area are locked or otherwise secured. Except as caused by the negligence or willful misconduct of Landlord and without limiting the terms of the preceding sentence, Landlord shall not be liable for any loss, injury or damage to persons using the Garage or automobiles or other property therein, it being agreed that, to the fullest extent permitted by law, the use of the Spaces shall be at the sole risk of Tenant and its employees.

(E) Landlord or its Operator shall have the right from time to time to designate the location of the Spaces and to promulgate reasonable rules and regulations regarding the Garage, the Spaces and the use thereof, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and the like. Tenant shall comply with and cause its employees to comply with all such rules and regulations, all reasonable additions and amendments thereto, and the terms and provisions of the Parking Agreement. In the event of a conflict between the terms and provisions of this Lease and the Parking Agreement, the terms and provisions of this Lease shall control.

(F) Tenant shall not store or permit its employees to store any automobiles in the Garage without the prior written consent of Landlord. Except for emergency repairs, Tenant and its employees shall not perform any work on any automobiles while located in the Garage or on the Property. If it is necessary for Tenant or its employees to leave an automobile in the Garage overnight, Tenant shall provide Landlord with prior notice thereof designating the license plate number and model of such automobile.

(G) Landlord shall have the right to temporarily close the Garage or, certain areas therein, in order to perform necessary repairs, maintenance and improvements to the Garage.

(H) Tenant shall not assign or sublease any of the Spaces without the consent of Landlord.

(I) Landlord may elect to provide parking cards or keys to control access to the Garage. In such event, Landlord shall provide Tenant with one card or key for each Space that Tenant is leasing hereunder, provided that Landlord shall have the right to require Tenant or its employees to pay a fee for any lost or damaged cards or keys.

11. Renewal Option. The parties acknowledge and agree that Paragraph 6, Renewal Option, and Exhibit A to the Sixth Amendment shall remain in full force and effect, except as follows:

(A) References to the Fifth Amendment Term shall be replaced with Extended Term.

(B) Tenant only may renew, if at all, for one (1) five (5) year renewal term.

(C) Landlord must receive Tenant's notice of exercise (Initial Renewal Notice) no earlier than nine (9) months and no later than six (6) months prior to the expiration of the Extended Term. Tenant's Manager of the Real Estate Management Division is authorized to execute such notice.

(D) Tenant shall have the right to renew the Lease for (i) the entire Premises, (ii) for all of the Premises located on the 17<sup>th</sup> floor, (iii) for all of the Premises located on the 16<sup>th</sup> floor, (iv) for a minimum of 3,000 feet of the Premises located on the 15<sup>th</sup> floor, or (v) any combination of (ii) – (iv). Tenant's Initial Renewal Notice shall identify the portion(s) of the Premises for which Tenant is exercising its one (1) five (5) year renewal option. Any Non-Renewed Space still must meet the requirements of Sixth Amendment Exhibit A, Section (b).

(E) In the event Tenant renews for less than the entire Premises and vacates space that is connected to one of the existing internal staircases such that Tenant has no need of such internal staircase, Tenant shall be responsible, at Tenant's sole expense, for removing the internal staircase(s) and restoring the area to code compliant base building conditions prior to the expiration of the Lease Term with respect to such space.

12. Binding Effect. This Amendment shall not be binding until executed and delivered by both Landlord and Tenant.

13. Estoppel. Tenant hereby represents, warrants and agrees that: to the best of Tenant's knowledge, (i) there exists no breach, default or event of default by Landlord under the Lease, or any event or condition which, with the giving of notice or passage of time or both, would constitute a breach, default or event of default by Landlord under the Lease; (ii) the Lease continues to be a legal, valid and binding agreement and obligation of Tenant; and (iii) Tenant has no current offset or defense to its performance or obligations under the Lease. Tenant hereby waives and releases all demands, charges, claims, accounts or causes of action of any nature against Landlord or Landlord's employees or agents, including without limitation, both known and unknown demands, charges, claims, accounts, and causes of action that have previously arisen out of or in connection with the Lease.

14. Exhibits. Each Exhibit attached hereto is made a part hereof for all purposes.

15. No Representations. Landlord and Landlord's agents have made no representations or promises, express or implied, in connection with this Amendment, except as expressly set forth herein, and Tenant has not relied on any representations except as expressly set forth herein.

16. OFAC. Tenant represents and warrants to Landlord that (1) Tenant is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National," "Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and (2) Tenant is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorney's fees and costs) arising or related to any breach of the foregoing representation and warranty.

17. Miscellaneous. This Amendment sets forth the entire agreement with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. As modified by this Amendment, the Lease is hereby ratified and confirmed, and shall remain in full force and effect. In the event of any inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall control. Headings used in this Amendment are for convenience only and shall not serve to limit, expand or otherwise alter the terms of this Amendment.

18. Amendment Execution. Landlord agrees to execute and deliver this Amendment to Tenant prior to Tenant's execution and delivery of this Amendment to Landlord. Tenant acknowledges that it will submit the document for approval by the Orange County Board of County Commissioners (BCC) at its next available meeting, at which time Tenant intends to execute this Amendment. Notwithstanding the foregoing, unless Tenant receives written authorization from Landlord, if this Amendment is not executed by Tenant and delivered to Landlord within eight (8) weeks of Landlord's execution and delivery to Tenant, then, at Landlord's option, this Amendment shall be deemed null and void and of no force or effect.

19. Cyber. Landlord shall use commercially reasonable efforts to ensure the secure operation of Building automation systems and other Building systems and equipment that have internet functionality. Additionally, Landlord or its affiliate or agent may, but shall not be obligated to, provide high speed internet and/or provide a Wi-Fi network. Tenant should not transmit any credit card information, passwords or any other sensitive information while using Building Wi-Fi service. TENANT ACKNOWLEDGES AND AGREES THAT THERE ARE SIGNIFICANT SECURITY, PRIVACY AND CONFIDENTIALITY RISKS INHERENT IN ACCESSING OR USING THE INTERNET AND USE OF INTERNET SERVICE PROVIDED BY LANDLORD IS AT TENANT'S OWN RISK. LANDLORD HAS NO RESPONSIBILITY TO MAKE SECURE ANY INTERNET SERVICE OR DATA TRANSMISSION INFRASTRUCTURE AT THE BUILDING. TENANT AGREES TO USE APPROPRIATE MEASURES TO KEEP TENANT'S NETWORK AND INTERNET CONNECTED DEVICES SECURE, SUCH AS SECURE VPN CONNECTIONS, FIREWALLS, ANTIVIRUS PROTECTION, SECURITY PATCHES, AND USER CYBERSECURITY AWARENESS TRAINING. To the fullest extent permitted by law, Tenant releases Landlord and its property manager, and agrees to defend, indemnify and hold harmless Landlord and its property manager from and against all claims, losses, expenses, damages, costs and liabilities arising out of computer viruses, malware, spyware, hacking, tampering, data breach, fraudulent activity and/or security breach with regard to Building systems, Building equipment, Tenant's systems, Tenant equipment, fiber, Wi-Fi and/or telephone or data lines, regardless of whether such activity affects Tenant or its business and regardless of whether such activity was the result of access via any Building system or Building equipment. Except to the extent caused by the gross negligence or willful misconduct of Landlord or Landlord's agents, Landlord shall not be responsible for loss, expense, damage, cost, or liability caused by, or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software, malicious code, computer virus or process.

20. Distributed Antenna System. Landlord may, but shall not be required to, install an Enhanced Cellular in-Building Distributed Antenna System (iDAS) for the benefit of all tenants. If Landlord installs such a system, Landlord shall maintain the system and coordinate with Tenant to ensure that the iDAS installation plan does not unreasonably interfere with Tenant's then-current business operations and that the performance of any installation work does not unreasonably disrupt Tenant's business within the Premises. Furthermore, if such an iDAS is installed, Tenant shall thereafter be responsible for (i) repairing any damage caused to the iDAS located within the Premises to the extent such damage is caused by Tenant or any of Tenant's employees, agents or contractors and (ii) all actual and reasonable costs of relocation of the iDAS within the Premises to the extent such relocation is required or desired by Tenant. The system may include antennas installed below, through, and/or above the ceiling, connected by coaxial cable, splitters, and other components which are housed in conduit and junction boxes. Prior to any demolition or construction project initiated by Tenant, Tenant must notify Landlord's designated contractor at least one month before work is scheduled. Proposed floor plans should be submitted to Landlord's designated contractor for radio frequency (RF) engineering review as soon as possible, before scheduling construction. Tenant is responsible for any changes, additions, or repairs needed to maintain the integrity of the system as a result of Tenant's demolition or construction project. Only Landlord's designated contractor is authorized to relocate, add to, remove, or otherwise modify any portion of the iDAS system. This paragraph applies to initial work performed according to any workletter attached hereto as well as subsequent work in the Premises.

21. Restricted Business. Tenant shall be prohibited from using the Premises or any portion thereof for a business that primarily engages in the sale of a shared working environment, including, without limitation, flexible workplace center, executive/shared office suites, an incubator-type office/facility, and/or virtual office space (the "Restricted Business"). Examples of such prohibited companies as of the date of this Lease include, without limitation, Spaces, Knotel, and Regus.

*[remainder of page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, Landlord and Tenant have executed this Ninth Amendment to Lease Agreement as of the date first above written.

**LANDLORD:**

**WITNESSES:**

**Piedmont 200 & 250 South Orange Avenue,  
LLC,**  
a Delaware limited liability company

By: Piedmont Operating Partnership, LP,  
a Delaware limited partnership, its sole member

By: Piedmont Office Realty Trust, Inc.,  
a Maryland corporation, its sole general partner

By: George Wells  
Name: \_\_\_\_\_  
Its: EP  
\_\_\_\_\_

**George M. Wells  
Executive Vice President**

By: T. Tooley  
Name: T. Tooley  
\_\_\_\_\_

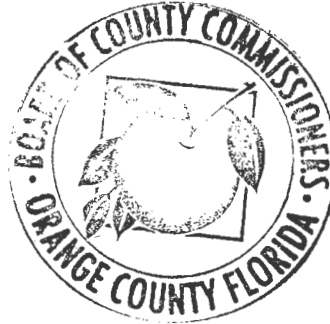
By: Jennifer Heneisen  
Name: Jennifer Heneisen  
\_\_\_\_\_

**TENANT:**

**Orange County, Florida**

By: Board of County Commissioners

By: Jerry L. Demings  
for **Jerry L. Demings,**  
**County Mayor**



**ATTEST:**

Phil Diamond, CPA, County Comptroller  
As Clerk to the Board of County Commissioners

By: Heelia Puy  
for **Deputy Clerk**

Date: OCT 08 2019