

Project: **Facilities at Parkway (Pyramid III)**
County File #: **2015A – First Amendment to Lease
Agreement**

FIRST AMENDMENT
to
COMMERCIAL LEASE AGREEMENT
by and between
Pyramid Properties III, LLP
and
ORANGE COUNTY, FLORIDA

THIS FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT (this “First Amendment”) is made effective as of the date of the last executed below (the “First Amendment Effective Date”) and entered into by and between Pyramid Properties III, LLP, A Florida limited liability partnership (“Landlord”) and Orange County, Florida. A charter and political subdivision of the State of Florida (“Tenant”) (sometimes hereinafter referred to individually as the “party” or collectively, the “parties”).

RECITALS

WHEREAS Landlord and Tenant entered into that certain “Lease Agreement” approved by the Orange County Board of County Commissioners on January 28, 2025 (the “Lease”), and for the Premises commonly known as 4548 Parkbreeze Court, Orlando, FL 32808.

WHEREAS Landlord and Tenant desire to include the approved Tenant Improvement Budget outlined on Exhibit “F-1A” and approved Site Plans outlined on Exhibit “F-1-B” of this First Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by this reference.
2. **Definitions.** Any defined (capitalized) terms used in this First Amendment, but not defined herein, shall have the meaning given to such terms by the Lease.

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3. Additional Exhibit Added. Section 1 of the Lease titled “Lease Summary” is amended to also include a reference to Exhibit F-1-A and F-1-B in the table row labeled “Leasehold Improvements” on page 2.

4. Additional Terms.

- a. Pursuant to Section 6.2.2 of Lease, the Tenant Improvements Approved Budget labeled as Exhibit F-1-A in this First Amendment shall not supersede and replace Exhibit F-1 Plans and Specifications, but, will however add Exhibit F-1-A (“Tenant Improvements Approved Budget”) in reference to section Exhibit F-1 Plans and Specifications in Lease.
- b. The parties agree that the Landlord will proceed to commence with demolition and initial construction of the Tenant Improvements before execution of this First Amendment.
- c. Pursuant to Section 6.2.2 of Lease, the Site Floor Plans as Exhibit F-1-B in this First Amendment shall supersede and replace Exhibit F-1 Plans and Specifications, in reference to section Exhibit F-1 Plans and Specifications in Lease.
- d. Change Orders; Contingency Allowance. The parties acknowledge that due to the age, condition, and prior use of the Building, certain conditions affecting the Leasehold Improvements may not have been reasonably discoverable prior to the commencement of demolition and construction activities. Accordingly, the parties agree that it is anticipated that change orders may be necessary to address unforeseen conditions, including but not limited to concealed building systems, structural elements, code compliance issues, or other conditions discovered during construction. In connection therewith, the Tenant Improvements Approved Budget attached hereto as Exhibit F-1-A includes a contingency allowance for change orders in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00) (the “Change Order Allowance”). The Change Order Allowance is included within the Total Budget approved herein and may be utilized for approved changes related to the construction of the Leasehold Improvements.
Any change orders or cumulative change order costs in excess of the Change Order Allowance shall not be authorized under this Amendment and shall require separate approval by the Orange County Board of

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County Commissioners prior to Tenant's obligation to fund or reimburse such additional costs.

5. **Effective Date.** The effective date of this First Amendment (the "Effective Date") shall be the later of the date this First Amendment is approved by the Orange County Board of County Commissioners or executed by the Parties.

6. **Complete Agreement.** This First Amendment constitutes the complete agreement between the parties hereto and incorporates all prior discussions, agreements, and representations made in regard to the matters set forth herein. All terms and conditions of the original lease remain in full force and effect. This First Amendment may not be amended, modified, or changed, except by, in writing, to be signed by the party to be changed with said amendment, change, or modification.

7. **Counterparts and Electronic Documents.** This First Amendment may be executed in one or more counterparts, each of which will constitute and original, and all of which together shall constitute one and the same agreement, provided, however, the First Amendment shall not be effective until fully executed by both parties. Executed copies must be physically signed, no electronic signature will be accepted. Executed copies may be delivered by mail, e-mail, or in person, and upon receipt, shall be deemed original and binding upon the parties hereto.

8. **Time of the Essence.** The undersigned acknowledge and agree that time is of the essence of this First Amendment.

9. **Valid Authority and Binding on Successors and Assigns.** The Undersigned acknowledge that they have the power to bind the parties hereto to this First Amendment. All the covenants and agreements of the parties hereinabove shall apply to and bind the parties, their agents, successors, and assigns.

10. **Severability.** In the event that any one or more of the provisions contained in this First Amendment shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the same shall not affect or impair the validity, illegality, or unenforceability of any other provision of this First Amendment and a valid, legal, and enforceable provision shall be agreed upon by the Parties and become a part of this Agreement in lieu of the invalid, illegal, or unenforceable provision. In the event that a valid, legal, and unenforceable provision cannot be crafted, then this First Amendment shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein. To that end, this First Amendment is declared severable.

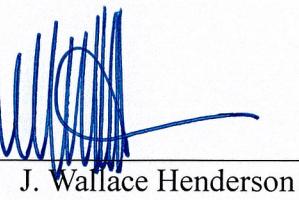
11. **Offer and Acceptance.** Submission of First Amendment shall not be deemed to be an offer of acceptance to modify any of the terms of the Lease and Landlord shall not be bound hereby until Landlord has delivered to Tenant, or to Tenant's designated agent a fully executed copy of this First Amendment, fully executed by both of the parties, the spaces herein provided. Per section 22.2 of the Lease Orange County's Real Estate Management Division, acting through its Manager or such a Manager's Designee, is authorized to approve this First Amendment to Lease.

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IN WITNESS WHEREOF, Landlord and Tenant have caused this “First Amendment to Lease Agreement” to be signed and executed by their respective officers and parties thereunto duly authorized to be effective as of the First Amendment Effective Date.

“Landlord”
PYRAMID PROPERTIES III, LLC.
a Florida Limited Liability Company

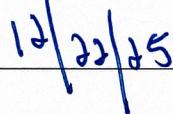
By: _____



J. Wallace Henderson

Title: Managing Partner

Date: _____



12/22/15

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ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____

Jerry L. Demings
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

Printed Name: _____

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EXHIBIT F-1-A

Tenant Improvements Approved Budget

Pyramid Properties III

**Orange County Facilities Maintenance - 4548 Parkbreeze Court
Orlando, Florida 32808**

General Conditions

| | |
|-------------------------------------|----------|
| Architect | \$25,000 |
| Engineer | \$35,000 |
| Printing | \$3 ,500 |
| Construction Manager/Superintendent | \$88,299 |
| Insurance | \$21,389 |
| *Permits | \$15,000 |

[*Permits: This amount may be changed based on drawings and has to be approved and agreed upon by both parties]

Construction Work

| | |
|------------------------------------|-----------|
| Framing/Walls | \$297,092 |
| Demolition/disposal/cleanup | |
| Scaffolding/lifts | |
| Mobilization of materials | |
| Metal stud framing | |
| Fasteners/anchors/backing | |
| Insulation for walls | |
| Drywall hanging/taping/finishing | |
| Stucco repair/door openings | \$15,900 |
| Saw cut openings | |
| Remove/discard of debris | |
| Repairs to walls/stucco | |
| Caulk/Paint | |
| Electric | \$288,541 |
| Demolition/disposal/cleanup | |

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Scaffolding/lifts
Mobilization of materials
Rough-in:
 Conduits/boxes/wiring/fasteners
 Wiring of all panels affected
 Rewiring of Generator
 Wiring of all switches/devices
 Trim out

| | |
|---|----------|
| Plumbing | \$96,500 |
| Demolition/disposal/cleanup | |
| Scaffolding/lifts | |
| Mobilization of materials | |
| Rough-in: Pipes/fittings/valves/supports | |
| Underground piping | |
| PVC Vacuum system | |
| Install toilets/sinks/faucets/mop sink | |
| Eyewash/water heater/etc. | |
| Toilet partitions/fixtures – red | \$19,080 |
| Demolition/disposal/cleanup | |
| Install new partitions/hardware | |
| Restroom accessories | \$9,520 |
| Demolition/disposal/cleanup | |
| Install new accessories | |
| Doors/Door Frames | \$38,500 |
| Includes new storefront | |
| Demolition/disposal/cleanup | |
| Includes new storefront | |
| Mobilization of materials | |
| Installation | |
| Overhead doors | \$9,500 |
| Two pull chain, one electrified | |
| Opening existing OH doors | |
| Make operable/replace if necessary | |
| Concrete cutting/pourback | \$18,000 |
| Saw cut openings | |
| Remove/discard of debris | |
| Rebar reinforcing rods/sealants | |
| Pourback | |
| Fire Extinguishers | \$3,600 |

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| New fire cabinets/extinguishers installed Relocate/reuse if able to | |
| Fire Sprinklers | \$127,561 |
| Demolition/disposal/cleanup Scaffolding/lifts Mobilization of materials Raise heads/install new where applicable New escutcheons Drain/text systems | |
| Fire Alarm | \$51,650 |
| Demolition/disposal/cleanup Scaffolding/lifts Mobilization of materials Install - Duct Detectors/Pull stations/Horn Stobes/relays/fire wires where needed Test system | |
| Ceilings - Grid/Insulation/Tile | \$167,452 |
| Demolition/disposal/cleanup Scaffolding/lifts Mobilization of materials Install - grid/insulation/ceiling tiles | |
| Painting | \$49,325 |
| Minor patching Caulking of all cracks/door frames/etc. One coat of primer Two finish coats of specified paint Clean up/disposal of materials | |
| Flooring demo | \$18,447 |
| Demolition/disposal/cleanup | |
| Flooring prep | \$7,500 |
| (rough estimate as we do not know what is under floor) | |
| Cleaning all debris from floor Skim coat areas with leveling compound | |
| Flooring seal | \$25,000 |
| (rough estimate - no specs on what sealer to use) | |
| Cleaning all debris from floor Seal with two coats of specified material | |
| Flooring material/install | \$50,000 |
| Mobilization of materials | |

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| Installation of specified materials | |
| HVAC Ducting | \$164,162 |
| Demolition/disposal/cleanup | |
| Scaffolding/lifts | |
| Mobilization of materials | |
| Install of new ductwork | |
| Install of new supply/return grilles | |
| Clean up/disposal of materials | |
| Roof supports/sealing | \$10,000 |
| Includes supports for new required 10-ton HVAC unit | |
| Angle iron welded to support new larger HVAC | |
| Seal all HVAC openings after removal of old unit | |
| Millwork - Breakroom | \$21,925 |
| Demolition/disposal/cleanup | |
| Mobilization of materials | |
| Install millwork | |
| Clean up/disposal of materials | |
| Millwork - Carpenter shop | \$22,485 |
| Demolition/disposal/cleanup | |
| Mobilization of materials | |
| Install millwork | |
| Clean up/disposal of materials | |
| Millwork - Restrooms | \$15,850 |
| Demolition/disposal/cleanup | |
| Mobilization of materials | |
| Install millwork | |
| Clean up/disposal of materials | |
| Landscape rear areas - LANDLORD RESPONSIBILITY -- | |
| In accordance with Lease Document | |
| Cut back trees/bushes along building/fence line | |
| Remove/discard of debris | |
| Parking Lot stripe - LANDLORD RESPONSIBILITY - | |
| In accordance with Lease Document | |
| Seal coat and stripe parking lot | |
| Mark handicap spots accordingly | |
| Redo all worn/cracked bumpers | |
| Clean up | \$15,000 |
| Ongoing cleaning of space during construction | |

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Final cleanup of entire space

Dumpster \$21,000

Drop off/pick up of all debris generated

Will clean areas accordingly

Miscellaneous \$40,000

| | |
|----------------------------|-----------------------|
| <i>Subtotal</i> | \$1,804,278 |
| <i>Overhead 5%</i> | \$ 90,214 |
| <i>Profit 7%</i> | \$ 132,614 |
| <i>Change Orders</i> | \$ 75,000 |
| <u>Total Budget</u> | \$2,102,105.92 |

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EXHIBIT F-1-B

Site Floor Plans

