

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this “**Amendment**”) is made and entered into as of the latest date set forth beneath the parties’ signatures below (the “**Amendment Date**”) by and between **G&C OC INVESTORS, LLC**, a Florida limited liability company (“**Landlord**”), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida (“**Tenant**”).

WITNESSETH:

A. Landlord (as successor in interest to DRA CRT Orlando Central Center LLC) and Tenant are parties to that certain Lease dated May 19, 2015 (the “**Original Lease**”), as amended by the First Amendment to Lease dated May 19, 2021 (the “**First Amendment**”) (the Original Lease, as amended by the First Amendment, are collectively referred to herein as the “**Lease**”).

B. The Lease provides for the lease of Suite 200 (the “**Premises**”), consisting of a total of 24,277 rentable square feet in the Saratoga Building located at 3165 McCrory Place, Orlando, Florida 32803 (the “**Building**”), which is a part of the project currently known as the Orlando Central Center (the “**Project**”).

C. Landlord and Tenant wish to enter into this Amendment to extend the Term, and make such other changes as set forth below.

NOW, THEREFORE, for and in consideration of the agreements set forth herein, the sufficiency of which consideration is hereby acknowledged, Landlord and Tenant agree as follows:

1. Incorporation of Recitals. The above recitals are true and correct and are incorporated herein as if set forth in full.

2. General Provisions. All defined terms in this Amendment shall have the same meanings as in the Lease, except if otherwise defined herein. In the event of any conflict between the provisions of the Lease and the provisions of this Amendment, this Amendment shall control.

3. Extension of Term; Renewal Option.

(a) Tenant has exercised its option to renew the Lease in accordance with Section 30 of the Original Lease. Accordingly, the Term is hereby extended for an additional 60 full calendar months, commencing on January 1, 2026, and expiring at 6:00 P.M. Orlando, Florida time on December 31, 2030.

(b) Landlord and Tenant agree that this Amendment constitutes Tenant’s exercise of the first of the two Renewal Options under Section 30 of the Lease and that Tenant shall continue to have the right to exercise the second and final Renewal Option upon and subject to the terms and provisions of Section 30 of the Original Lease. For avoidance of doubt, if the final Renewal option is exercised, the final expiration date would be December 31, 2035.

4. Remeasurement of Premises. Landlord and Tenant acknowledge and agree that, based on a remeasurement of the Premises, effective as of January 1, 2026, the Premises contains 24,277 rentable square feet.

5. Condition of the Premises. Except for Landlord's obligations as expressly set forth on **Exhibit "A"** attached hereto, Tenant accepts the Premises, the Building, and the Project in their "as is" "where is" "with all faults" condition, and Landlord shall not be required to make any improvements to the Premises, the Building, or the Project or provide or pay any improvement allowances or payments to Tenant under the Lease for Tenant's occupancy of the Premises, and Tenant acknowledges that all construction obligations and allowances and other amounts required to be paid from Landlord to Tenant under the Lease have been performed and paid in full.

6. Base Rent. From the Amendment Date until December 31, 2025, Tenant shall continue paying to Landlord Base Rent in accordance with Section 4(C) of the First Amendment, as and when due under the Lease. Effective as of January 1, 2026, Tenant shall pay Base Rent to Landlord as to the Premises pursuant to the rent chart set forth below, plus applicable taxes, as and when due under the Lease.

<u>PERIOD</u>	<u>ANNUAL RATE/RSF</u>	<u>MONTHLY BASE RENT</u>
January 1, 2026 – December 31, 2026	\$25.50	\$51,588.63
January 1, 2027 – December 31, 2027	\$26.27	\$53,146.40
January 1, 2028 – December 31, 2028	\$27.06	\$54,744.64
January 1, 2029 – December 31, 2029	\$27.87	\$56,383.33
January 1, 2030 – December 31, 2030	\$28.71	\$58,082.73

Provided that Tenant has not committed an Event of Default under the Lease, Base Rent is abated for the month of January 2026 (the period during which Base Rent is abated is the "**Abatement Period**"). Tenant nonetheless owes Additional Rent during the Abatement Period. In the case of an Event of Default, the Base Rent abated pursuant to this Section shall immediately become due and payable in full. Tenant represents to Landlord that its rights of tenancy and occupancy under this Lease are exempt from the imposition of Florida State sales and use taxes, as a political subdivision of the State of Florida.

7. Additional Rent. Tenant shall continue paying to Landlord Tenant's proportionate share of any increases in (i) operating expenses above the operating expenses for the Base Year and (ii) taxes above the taxes for the Base Year in accordance with Section 6 of the Original Lease (as modified by Section 4(D) of the First Amendment). Effective as of January 1, 2026, (i) the Base Year is changed to 2026, (ii) Tenant's proportionate share shall be 54.06%, and (iii) and Section 6 of the Original Lease is amended to include Section 6(i) below.

i. Controllable Cost. For purposes of calculating the operating expenses, effective as of January 1, 2026, the parties agree that operating expenses (except for Uncontrollable

Expenses, as hereinafter defined) shall be deemed not to increase by more than 5% per calendar year on a cumulative and compounded basis (herein referred to as the “**Operating Expense Cap**”) for every calendar year of the Lease, regardless of any actual increases in operating expenses. If, in any calendar year, the actual increase in operating expenses exceeds the Operating Expense Cap, the amount exceeding the cap (the “**Carryover Percentage**”) may be added by Landlord to operating expense increases in subsequent calendar years of the Lease term, but only to the extent such subsequent increases are at or below the Operating Expense Cap. This carryover may be applied cumulatively across future years until fully utilized for purposes of calculating Tenant’s additional rent for operating expenses. Notwithstanding the foregoing, all of the following expenses (herein collectively referred to as “**Uncontrollable Expenses**”) shall not be subject to any limitation or cap, and, accordingly, the total dollar increase in operating expenses, and Tenant’s additional rent payable pursuant this Section of this Lease, for any and each calendar year during the Term shall be calculated without any limitation or cap on Uncontrollable Expenses: (i) insurance; (ii) expenditures which are required by, or as a result of changes in, or changes in the interpretation of, applicable law, rules or regulations; (iii) security; (iv) electricity, fuel, water, sewer, gas, heating and air conditioning and any other utilities; (v) costs resulting from any Unavoidable Delay event or circumstance; (vi) federal, state, county, or local governmental or municipal taxes, fees, charges or other impositions; (vii) management fees; (viii) costs resulting from the matters of casualty or condemnation; (ix) wage increases due to collective bargaining agreements and/or increases in the minimum wage; (x) capital expenditures to the extent the same reduce or control increases in operating expenses; and (xi) other expenses that are generally considered by industry standards to be uncontrollable.

8. EV Charging Station. Upon and subject to the terms and provisions of this Section 8 and all applicable legal requirements, Landlord, at Landlord’s sole cost and expense, shall install two (2) electric car charging stations (the “**Charging Stations**”) in the locations selected by Landlord. The Charging Stations shall be installed in accordance with plans and specifications reasonably acceptable to Landlord. The Charging Stations shall be available to all tenants, occupants, and invitees of the Building on a first-come, first-served basis. Landlord shall use its commercially reasonable efforts to install the Charging Stations concurrently with the performance of the Tenant Improvements, subject to extension for delays due to any cause beyond the reasonable control of Landlord or Landlord’s contractors or suppliers (including, without limitation, any delay by Tenant or any of Tenant’s employees, agents or contractors).

9. Security Cameras. Tenant shall have the right, at its sole cost and expense, to install security cameras intended to monitor Tenant’s parking (the “**Security Cameras**”), subject to Landlord’s written approval of the plans and specifications for the Security Cameras, which approval shall not be unreasonably withheld, conditioned or delayed. Upon written request delivered from Landlord to Tenant from time-to-time, Tenant shall provide Landlord with the right to view and copy the video feed from the Security Cameras. Upon the expiration or earlier termination of this Lease, Tenant, at its sole cost and expense, shall remove the Security Cameras and restore and repair any damage to the Project caused by such removal.

10. Holdover. Provided that Tenant is not in default under the Lease and Landlord and Tenant are in good faith negotiations of the terms and provisions of an amendment extending the Term of the Lease, Tenant shall be not obligated to pay solely the holdover premium on the Monthly Base Rent due under Section 20 of the Original Lease (but shall be obligated to pay Monthly Base Rent and all Additional Rent as and when due) for so long as Landlord and Tenant continue good faith negotiations for a renewal of the Term. Tenant acknowledges that, except as set forth in Section 3(b) above, Landlord is under no obligation to enter into an amendment extending the Term unless all terms are completely and fully satisfactory to Landlord. Landlord and Tenant shall have the right to withdraw from negotiations at any time. If Landlord and Tenant are unable, for any reason, to enter into a fully executed and binding amendment extending the Term of the Lease on or before the date that is 30 days after the expiration of the Term, then all holdover premium accruing from the expiration of the Term of the Lease until the date that is 30 days after the expiration of the Term of the Lease shall immediately be due and payable and Tenant shall continue to be obligated to pay such holdover premium under Section 20 of the Original Lease unless Tenant vacates and surrenders the Premises in accordance with the terms and provisions of the Lease. If, on or before the date that is 30 days after the expiration of the Term of the Lease, Landlord and Tenant enter into a fully executed and binding amendment extending the Term of the Lease, then Landlord agrees to waive solely the holdover premium that accruing from the expiration of the Term of the Lease until the date that such amendment is executed by both parties.

11. Restrooms Compliance. Landlord represents and warrants to Tenant, as of the Amendment Date, that (i) Landlord has received no unresolved notices from any governmental authorities claiming that the Premises or the restrooms serving the Premises do not comply with applicable laws; and (ii) to Landlord's actual knowledge, the restrooms serving the Premises comply with the ADA (subject to legal non-conforming uses).

12. Brokers. Landlord and Tenant represent and warrant that they have neither consulted nor negotiated with any broker or finder as to this Amendment, except CBRE, Inc. ("**Landlord's Broker**") and CBRE, Inc. ("**Tenant's Broker**"). Landlord's Broker shall be paid any commissions pursuant to the terms of separate written commission agreement between Landlord and Landlord's Broker. Tenant's Broker shall be paid any commissions pursuant to the terms of separate agreement between Landlord's Broker and Tenant's Broker. Landlord and Tenant shall indemnify, defend, and save the other harmless from and against any claims for fees or commissions from anyone, other than the Landlord's Broker and Tenant's Broker, with whom they have dealt concerning the Premises or this Amendment including attorneys' fees incurred in the defense of any such claim.

13. Other Tenant Rights. Landlord and Tenant acknowledge and agree that, as of the Amendment Date, except as expressly provided herein, any termination or cancellation right or option renewal or extension right or option, expansion option, right of first offer or right of first refusal to lease any space, or other similar rights heretofore granted to Tenant pursuant to the Lease shall be terminated, expired and deemed null and void.

14. Counterparts. This Amendment may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be

construed together and shall constitute a single Amendment. This Amendment shall be signed by handwritten signature.

15. Additional Construction Projects. Following the Amendment Date, in the event Tenant requests additional construction projects to improve the Premises (not including other Tenant Improvement projects otherwise outlined), and Landlord agrees to perform, at Tenant's sole cost and expense, such construction projects (which approval may be granted or withheld in Landlord's sole and absolute discretion), then (i) if requested by Landlord, Landlord and Tenant shall enter into an amendment to the Lease or a letter agreement, in the form and content required by Landlord, in setting forth the terms and provisions of Landlord's and Tenant's obligations as to such construction project, and (ii) Landlord shall complete the construction projects in accordance with plans and specifications acceptable to Landlord and Tenant. Tenant will reimburse Landlord all costs associated with such construction inclusive of customary construction management fees.

16. Miscellaneous. This Amendment shall be binding upon and inure to the benefit of the parties to this Amendment, their legal representatives, successors, and permitted assigns. Tenant hereby acknowledges and affirms that, as of the Amendment Date hereof, the Lease is in full force and effect and, to the best of Tenant's knowledge, there are no claims, offsets, or breaches of the Lease, or any action or causes of action by Tenant against Landlord directly or indirectly relating to the Lease. The parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Amendment. The parties ratify and confirm the terms of the Lease as modified by this Amendment and the Lease is incorporated herein by reference as if fully set forth herein. The Lease, as amended, contains the entire agreement between Landlord and Tenant as to the Premises, and there are no other agreements, oral or written, between Landlord and Tenant relating to the Premises. All prior understandings and agreements between the parties concerning these matters are merged into this Amendment, which alone fully and completely expresses their understanding.

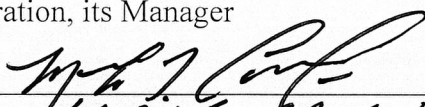
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IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment.

LANDLORD:

G&C OC INVESTORS, LLC, a Florida limited liability company

By: G&C OC Management, Inc., a Florida corporation, its Manager

By: 

Name: Maria E. Caruso

Its: PLES

Date: 9.9.2025

TENANT:

ORANGE COUNTY, FLORIDA, a charter county
and political subdivision of the State of 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: _____

EXHIBIT "A"

TENANT IMPORVEMENTS

1. **Definitions.** The following terms shall have the following definitions: (a) "**Space Plan**" shall mean the approved space plan attached hereto as **Schedule 1**, depicting the improvements to the Premises desired by Tenant and approved by Landlord; (b) "**Scope of Work**" shall mean the scope of the Tenant Improvements attached hereto as **Schedule 2**; (c) "**Plans**" shall mean the construction plans and specifications for the Tenant Improvements, prepared by Landlord's architect or other design consultant selected by Landlord based on the Space Plan and the Scope of Work; (d) "**Tenant Improvements**" shall mean solely the work for the Premises described in and depicted on the Space Plan and in the Scope of Work, as detailed in the Plans; and (e) "**Building Standard**" shall mean the type, brand, grade, or quality of materials Landlord designates from time to time to be the minimum quality to be used in the Building or, as the case may be, the exclusive type, brand, grade, or quality of material to be used in the Building. All changes or additions to the Tenant Improvements shall be considered a "change" under the Changes section below.

2. **Performance of Tenant Improvements.** Landlord shall, in its sole discretion, select a general contractor to perform the Tenant Improvements at Landlord's sole cost and expense. Landlord shall perform the Tenant Improvements in a good and workmanlike manner, using Building Standard materials (except as may otherwise be provided in the Plans); provided, that, Landlord shall have the right to make reasonable substitutions. Other than as set forth in the preceding sentence, Landlord has made no representation or promise as to the condition of the Premises or the Project. Tenant has inspected the Premises and Project, is fully familiar with the physical condition of the Premises and Project, and shall, upon Substantial Completion of the Tenant Improvements, accept the Premises and Project in its then existing "as-is," "where-is" condition. Tenant acknowledges and agrees that Landlord may undertake the Tenant Improvements during or after normal business hours. Notwithstanding the foregoing, Landlord shall reasonably coordinate a construction schedule with Tenant's local management and shall use its commercially reasonable efforts to minimize interruption to Tenant's business. Tenant accepts that some reasonable noise, dust, odor, vibration or inconvenience may arise in the course of Landlord undertaking the Tenant Improvements. Tenant shall cooperate with Landlord in connection with the Tenant Improvements and shall provide Landlord, its contractors, and their respective agents and employees reasonable access to the Premises as may be necessary and/or convenient for the performance of the Tenant Improvements. Upon Landlord's request, and in accordance with a mutually convenient schedule, Tenant shall ensure that all of Tenant's and its employees' personal items, computers, wiring and the like within the Premises are moved to the extent deemed necessary by Landlord to perform the Tenant Improvements. Landlord shall have no liability of any kind to Tenant for any damages, loss of quiet enjoyment, interruption of Tenant's business operations in the Premises, or any claims of any other type, including, without limitation, claims of constructive eviction, claims for rent abatement, or claims resulting from damage to furnishings, fixtures, personal property, decorations, equipment and other items located in the Premises, arising out of, in connection with or as a result of Landlord's performance of the Tenant Improvements, except to the extent of Landlord's gross negligence or willful misconduct, and in no event shall Landlord be required to pay any overtime or special rates in connection with performance of the Tenant Improvements.

3. **Changes.** If Landlord agrees to any changes in the Tenant Improvements requested by Tenant (which request must be submitted to Landlord in writing and which Landlord may accept or deny in its sole discretion) Tenant shall pay Landlord the Work Cost for any such changes upon receipt of notice from Landlord as to the amount. Such payments by Tenant to Landlord shall not be considered additional rent. For purposes of changes, the term “**Work Cost**” shall mean the aggregate of (a) engineering and architectural fees for the changes, plus (b) filing fees, permit costs, the costs of governmental testing, and the costs to comply with requirements of applicable law and governmental authorities incurred for or necessitated by the changes, including costs of compliance with the ADA resulting from the changes and tests required to comply with environmental laws, plus (c) all costs of demolition of any existing improvements required for the changes; plus (d) the actual cost of all labor, supplies, and materials furnished in connection with the changes, plus (e) 5% of the total costs under (a) – (d) above, representing Landlord’s fee for overhead and supervision.

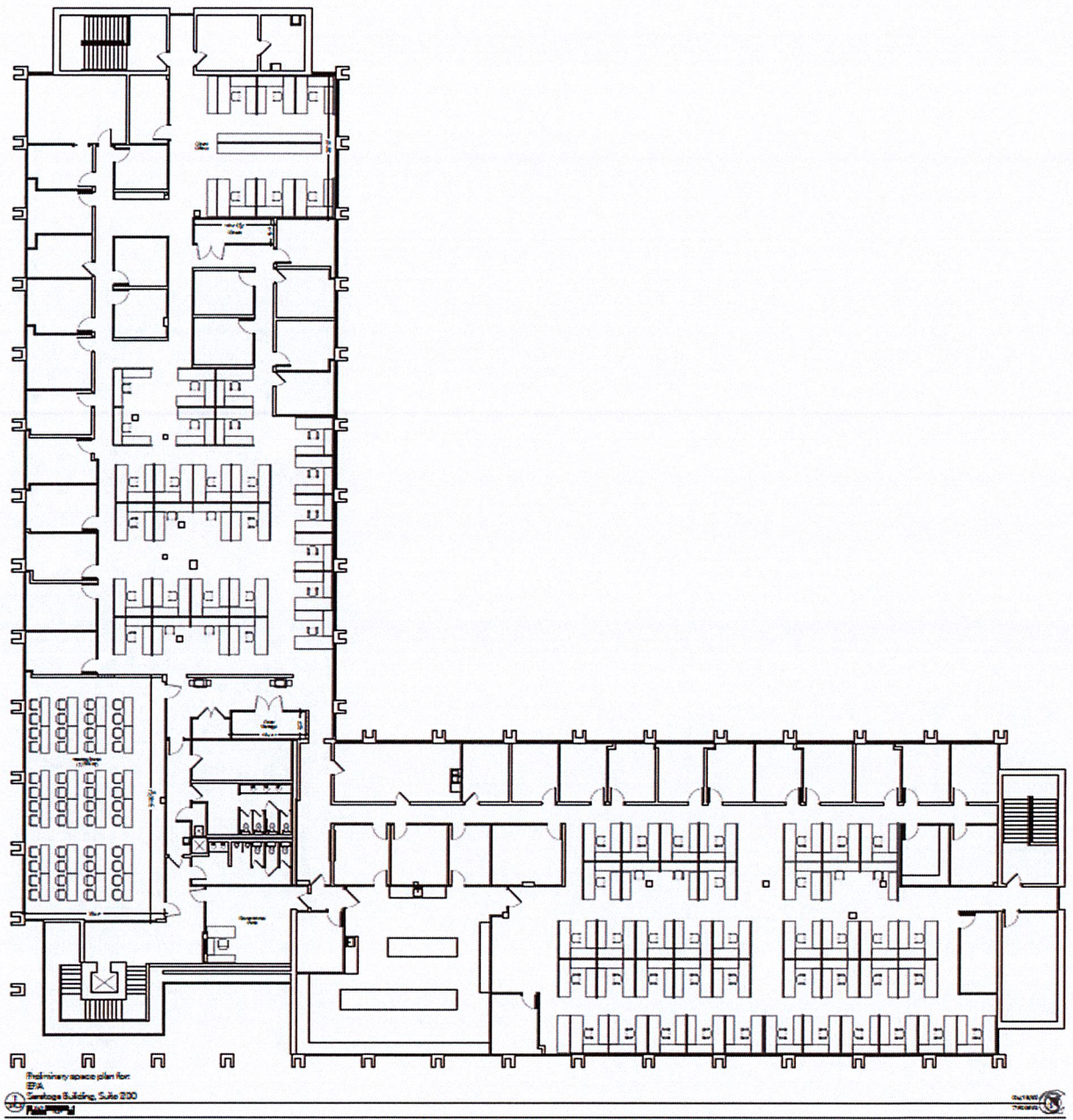
4. **Substantial Completion; Tenant Delays.** As used herein “**Substantial Completion**” or “**substantially complete**” shall mean the date that a Certificate of Occupancy or its equivalent, including a Temporary or Conditional Certificate of Occupancy, a Certificate of Completion or Certificate of Final Inspection, is issued by the appropriate local government entity concerning the Tenant Improvements, or, if no such Certificate will be issued for the Tenant Improvements, the date on which the Tenant Improvements is substantially completed so that Tenant may use the Premises for their intended purpose, notwithstanding that punch list items or insubstantial details concerning construction, decoration, or mechanical adjustment remain to be performed. If Landlord or the general contractor is delayed in substantially completing the Tenant Improvements as a result of the occurrence of any Tenant Delay (as hereafter defined), then, (i) any deadlines set forth in the Lease for Landlord’s delivery of the Premises shall be extended day for day for each day of Tenant Delay, and (ii) notwithstanding anything contained in the Lease to the contrary, at Landlord’s option, for purposes of determining the Commencement Date, the date of Substantial Completion of the Tenant Improvements shall be deemed to be the day that the Tenant Improvements would have been substantially completed absent any Tenant Delay(s). For purposes of this provision each of the following shall constitute a “**Tenant Delay**”: (a) Tenant’s failure to furnish information or to respond to any request by Landlord or any design consultant for any approval within any time period prescribed, or if no time period is prescribed, within two Business Days of a request, including any information required to prepare the Plans; (b) Tenant’s insistence on materials, finishes, or installations that have long lead times after having first been informed that the materials, finishes, or installations will cause a Tenant Delay; (c) changes in the Plans or Tenant Improvements requested by Tenant; (d) performance or nonperformance by Tenant or its employees, agents, or contractors in the completion of any work; (e) any delay resulting from Tenant’s having taken possession of the Premises for any reason before Substantial Completion of the Tenant Improvements; (f) Tenant’s request for additional bidding or rebidding of the cost of all or a portion of the Tenant Improvements; (g) any error in the Plans or other documents caused by Tenant, or its employees, agents, independent contractors, or consultants; (h) Tenant’s failure to timely pay any amounts due Landlord for changes or excess costs; or (i) any other delay chargeable to Tenant, or its employees, agents, independent contractors, or consultants.

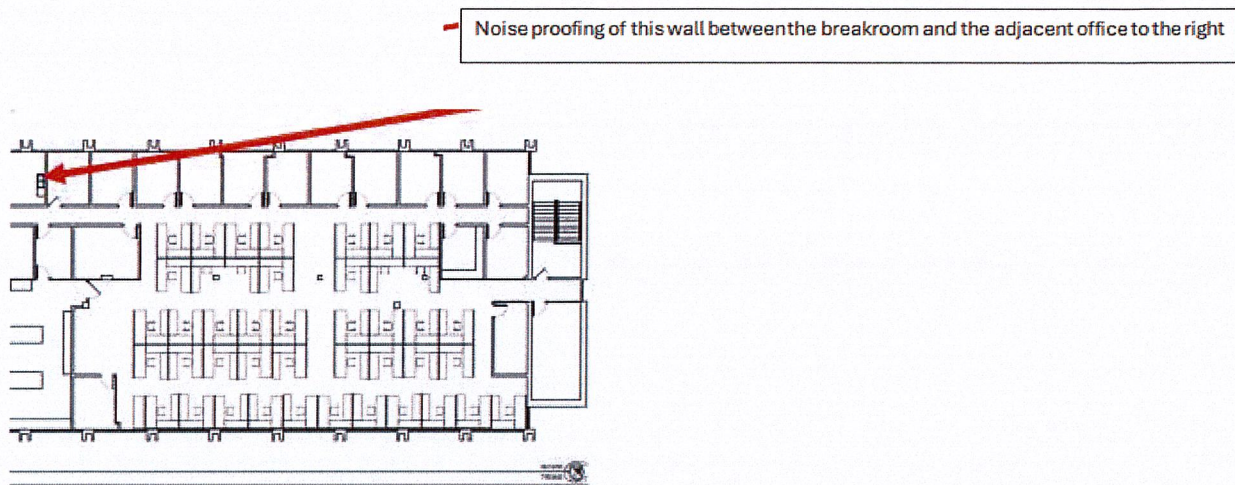
5. **Additional Space and Work Not Covered.** This Exhibit shall not apply to any additional space added to the Premises at any time after the Amendment Date, whether under any options under the Lease or otherwise, or to any portion of the Premises or any additions to the

Premises in the event of a renewal or extension of the Term, whether under any options under the Lease or otherwise, unless expressly so provided in the Lease or an amendment to this Lease. Tenant shall perform all work other than the Tenant Improvements at its sole expense. For purposes of clarity, the Tenant Improvements do not include the purchase or installation of telecommunications and other low voltage wiring and cabling, any desks, chairs, tables, or other furniture or other personal property (even if shown on the Space Plan), all of which shall be purchased and installed by Tenant, at Tenant's sole cost and expense.

SCHEDULE 1

SPACE PLAN





SCHEDULE 1

SCOPE OF WORK

Subject to all applicable laws, codes, rules and regulations, the Tenant Improvements shall consist of solely the following work:

1. Professionally paint walls and trim using a Building Standard paint. Landlord shall provide Tenant with Building Standard paint samples and Tenant shall select from such samples within 5 business days of receipt of such samples from Landlord. If Tenant fails to timely make such selection, then Tenant shall be deemed to have selected the paint selected by Landlord
2. Install Building Standard carpet or VCT, based on Tenant's selection, throughout Premises. Landlord shall provide Tenant with Building Standard flooring samples and Tenant shall select from such samples within 5 business days of receipt of such samples from Landlord. If Tenant fails to timely make such selection, then Tenant shall be deemed to have selected the flooring selected by Landlord.
3. Install Building Standard vinyl base throughout Premises.
4. HVAC systems and ductwork shall be aligned/realigned to provide efficient air flow throughout the Premises as required by the modifications to the floor plan
5. Any modifications to the existing fire sprinklers and life safety systems serving the Premises as required by applicable laws or codes which such modifications are directly required in connection with the performance of the Tenant Improvements and cannot be avoided (in whole or in part) by non-material changes to the scope of the Tenant Improvements.
6. Wall modifications are limited to new walls as shown on the Space Plan and itemized below:
 - i. The current conference rooms (30' x 30') on the NW end of the Premises shall be converted to general office use for workstations as shown on the Space Plan.
 - ii. The current reception and file storage area, including multiple offices, shall be repurposed as a 30' x 52' conference/training center as shown on the Space Plan.
 - iii. The existing Common Lobby shall be converted for Tenant's exclusive use where a new reception office with a pass-through window will be created.

7. New entrance door to be single Building Standard door with glass insert (similar to door with a glass insert in Suite 101 on first floor of the Building).
8. Noise proofing of designated wall between breakroom and the adjacent office to the right.