



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 5

**DATE:** November 14, 2019

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

**THROUGH:** Paul Sladek, Manager  
Real Estate Management Division *REC for PBS*

**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 Fifth Amendment to Lease Agreement by and between Pyramid Properties VI, LLP f/k/a Pyramid Properties VI and Orange County, Florida and delegation of authority to the Real Estate Management Division to exercise renewal options, execute tenant estoppel certificates, and furnish notices, required or allowed by the lease, as needed

**PROJECT:** Parkway Center VI  
3511, 3517, and 3521 Parkway Center Court, Orlando, Florida 32808  
Lease File #1017  
  
District 2

**PURPOSE:** To continue to provide office space for the Facilities Management, Information Systems and Services, and Public Safety Communications Divisions.

**ITEM:** Fifth Amendment to Lease Agreement  
Cost: Year 1 - \$35,000.00 base rent per month  
Year 2 - \$36,050.00 base rent per month  
Year 3 - \$37,123.33 base rent per month  
Year 4 - \$38,243.33 base rent per month  
Year 5 - \$39,386.67 base rent per month  
Size: 28,000 square feet  
Term: 5 years  
Options: Two, 5-year renewals

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

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Facilities Management Division  
Information Systems and Services Division  
Public Safety Communications Division  
Risk Management Division

**REMARKS:** County currently leases 28,000 square feet of office and warehouse space for the Facilities Management, Information Systems and Services, and Public Safety Communications Divisions under a lease approved by the Board on June 6, 2000, as amended or extended.

This Fifth Amendment to Lease Agreement extends the term of the lease for 5 years, provides for two additional 5-year renewals, updates maintenance and repair responsibilities, outlines and describes the Operating Expense Factor, updates the insurance and indemnification provision, and provides County with a right of first refusal to lease additional adjacent space.

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

**Fifth Amendment to Lease Agreement**

This Fifth Amendment to Lease Agreement (this "**Fifth Amendment**") is made effective as of the date last executed below (the "**Fifth Amendment Effective Date**") and entered into by and between Pyramid Properties VI, LLP, a Florida limited liability partnership f/k/a Pyramid Properties VI, a Florida general partnership ("**Landlord**") and Orange County, Florida, a charter county and political subdivision of the State of Florida ("**Tenant**") (Landlord and Tenant are referred to collectively in this Fifth Amendment as the "**Parties**").

**Background**

- A. Landlord and Tenant (collectively, the "**Parties**") entered into that certain "Lease Agreement" approved by the Board of County Commissioners ("**BCC**") on June 6, 2000 (the "**Original Lease**"), as amended by that certain "Amendment Number One and Modification of Lease" between Landlord and Tenant, approved by the BCC on January 2, 2001 (the "**First Amendment**"), as amended by that certain "Second Amendment to Lease" between Landlord and Tenant, approved by the BCC on June 7, 2005, as amended by that certain "Third Amendment to Lease Agreement" between Landlord and Tenant, approved by the BCC on November 17, 2009, and as amended by that certain "Fourth Amendment to Lease Agreement" between Landlord and Tenant, approved by the BCC on December 11, 2012 (the "**Fourth Amendment**"), and as extended by that certain "Agreement to Exercise Renewal Option" between Landlord and Tenant, dated May 5, 2015 (collectively, the "**Lease**").
- B. The Renewal Option Term of the Lease expires on June 30, 2020.
- C. Tenant is currently in possession of approximately 28,000 square feet of office space identified as Units I-2, J & K located at 3521 Parkway Center Court; Units F-2, G, H, & I-1, located at 3517 Parkway Center Court; and Units D, E, & F-1, located at 3511 Parkway Center Court, all in Orlando, Florida, 32808 (collectively, the "**Premises**") and the Lease is valid and presently in full force and effect.
- D. The Parties wish to amend the Lease as set forth below.

In consideration of the promises stated in this Fifth Amendment and other 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 true and correct and are incorporated into this Fifth Amendment by this reference.
2. **Definitions.** Defined (capitalized) terms used in this Fifth Amendment, but not defined in this Fifth Amendment, have the meanings given to such terms by the Lease.
3. **Extension of Term.** The term of the Lease is hereby extended for 1 additional term of 5 years, commencing July 1, 2020, and terminating June 30, 2025 (the “**Fifth Amendment Term**”).
4. **Rent.** Beginning on July 1, 2020: (i) Paragraphs 4(a), 4(b), 4(c), 4(e), and the entirety of Paragraph 46 are hereby deleted from the Lease, (ii) the second paragraph of Paragraph 21(b)(iii) of the Lease is hereby deleted, and (iii) Paragraph 4(a) of the Lease is replaced by the following:

4(a): Tenant shall pay to Landlord during the Fifth Amendment Term, and any renewal or extension thereof, in advance, in monthly installments, due and payable on the first day of each month, the following, which shall be known collectively as Rent:

- (i) **BASE RENTAL:** Base Rental in the amounts set forth in **Exhibit “A”** attached to this Fifth Amendment, and
  - (ii) **ADDITIONAL RENT:** As used in this Lease, Additional Rent shall mean Tenant’s Proportionate Share of OEF, as defined in Paragraph 47 herein below, and in amounts as set forth in **Exhibit “A”**, and all other sums that may be due and payable by Tenant under the terms of this Lease, exclusive of Base Rental.
5. **Option to Renew.** Tenant has the option (each, an “Option”) to extend the term of the Lease for 2 additional terms of 5 years each (each, an “**Option Term**”) on the same terms and conditions as set forth in the Lease, excepting the Base Rental rate and estimated OEF rate. If Tenant desires to exercise an Option, Tenant shall send to Landlord written notice indicating its desire to exercise such Option at least 360 days, but not more than 720 days, prior to the expiration of the Fifth Amendment Term or Option Term, as applicable. Thereafter, the Parties will use reasonable efforts to negotiate the Rent for the applicable Option Term, which will be based on prevailing market rates; provided that Rent will not be less than Rent for the previously ensuing year under the Lease. If Tenant timely sends to Landlord the foregoing notice that it desires to extend the term of the Lease, and Landlord and Tenant are thereafter not able to agree in writing upon a Base Rental rate and a proposed estimated OEF rate for any Option Term, and execute an amendment to the Lease documenting same, at least 180 days prior to the expiration of the Fifth Amendment Term or Option Term, as applicable, then Tenant’s Option shall lapse and be void, unless

Landlord waives the 180-day deadline by providing written notice to Tenant. Tenant's failure to timely notify Landlord in writing of its desire to extend the term of the Lease at least 360 days prior to the expiration of the term of the Lease as provided hereinabove shall be deemed Tenant's election not to exercise its Option to so extend the term of the Lease. Additionally, notwithstanding anything herein to the contrary, Tenant shall have no right whatsoever to renew or extend this Lease unless Tenant is, at the time of exercise of such Option, in full compliance with the terms and conditions of the Lease. No other options to extend the term of the Lease remain as of the Fifth Amendment Effective Date. Paragraph 50 and Paragraph 51 of the Lease are hereby deleted.

6. **Care of the Premises.** Paragraph 8 of the Lease is hereby deleted in its entirety and replaced with the following:

8. **MAINTENANCE AND REPAIRS.** Tenant agrees to keep and maintain in good order and repair, at Tenant's sole expense, the entire interior of the Premises. Landlord will maintain, subject to reimbursement by Tenant of Tenant's Proportionate Share thereof, as provided in Paragraph 47 hereinbelow, the remainder of the Premises, the Building and the Building Lot and the improvements thereon. If Landlord is required to make any repairs to structural or other portions of the Premises by reason of Tenant's specific negligent acts or omission to act, Landlord may add the cost of such repairs to the Additional Rent which shall thereupon become due from Tenant.

The Parties agree that **Exhibit "B"** attached to this Fifth Amendment provides a list of the Premises maintenance and repair items which are generally described in Section 8 of the Lease for which Tenant will be responsible, at its sole cost and expense, and those other items for which Landlord will be responsible, subject to reimbursement by Tenant of Tenant's Proportionate Share thereof. The responsibility for any maintenance or repair item not listed in attached **Exhibit "B"** shall be governed by the general descriptions thereof set forth in this Section.

7. **OEF Charges.** Paragraph 47 of the Lease is hereby deleted and replaced with the following:

47.1. **OEF CHARGES.** Landlord and Tenant acknowledge and agree that both parties intend that this Lease shall be and constitute what is generally referred to as a "triple net lease", such that Tenant shall be obligated hereunder to pay Tenant's Proportionate Share of all costs, accruals, and expenses incurred with respect to and associated with, the Building, the Premises, and the Building Lot and all improvements thereon (collectively, "OEF" (i.e. Operating Expense Factor)). Therefore, in addition to Base Rental and other charges prescribed in this Lease, Tenant shall pay to Landlord Tenant's Proportionate Share of all OEF incurred by Landlord during the term of this Lease. OEF shall include, but not be limited to:

- (a) **Operating Expenses.** As used herein, Operating Expenses shall include all costs incurred by Landlord in the operation, repair, replacement and maintenance of the Premises, the Building and its systems, and the Building Lot and all of the improvements constructed thereon, including, but not limited to, (i) the costs for

domestic water, sewer, irrigation water, solid waste, lighting, painting, landscaping, heating, cooling, irrigation systems, cleaning, trash removal, securing, policing, inspecting, repairing and replacing, including capital expenditures amortized/accrued over their useful life, and appropriate reserves for operation, maintenance, repair and replacement; (ii) the cost of maintaining and repairing all utility mains, lines, conduits and other facilities; (iii) reasonable property management fees; and (iv) the costs of maintenance, repair and replacement of the roof of the Building. Notwithstanding the foregoing, Landlord shall pay, at its sole cost and expense, all costs for the maintenance, repair and replacement of the heating, venting and air conditioning units serving the Premises; and

- (b) **Real Estate Taxes.** As used herein, Real Estate Taxes shall include all taxes, assessments and other governmental impositions and charges of every kind and nature whatsoever, charged, laid, levied, assessed, or imposed upon the Building or the Building Lot, including, without limitation, roll-back taxes, ad valorem real and personal property taxes, and all taxes charged, laid, levied, assessed or imposed in lieu of or in addition to any of the foregoing by virtue of all present or future laws, ordinances, requirements, orders, directions, rules or regulations of federal, state, county and municipal governments and of all other governmental authorities whatsoever; and
- (c) **Landlord Insurance.** As used herein, Landlord Insurance shall include any insurance carried by Landlord insuring the Building and all other improvements on the Building Lot constructed by Landlord, against fire and such other perils as are normally covered by extended coverage endorsements in the county where the Premises are located, in an amount equal to the insurable value of such improvements, together with insurance against such other risks (including flood, loss of business, etc.) and such other coverages as Landlord, in its reasonable discretion, deems appropriate for similarly located centers and in such amounts as Landlord deems appropriate, including the amount of any deductible absorbed by Landlord pursuant to the terms of any Landlord Insurance.

47.2 Within one hundred twenty (120) days after the expiration of each calendar year (including the calendar years in which the expiration or earlier termination of this Lease occurs), Landlord shall send Tenant a statement that sets forth (i) the total amount of OEF actually incurred by Landlord for such calendar year, (ii) Tenant's Proportionate Share of such actual OEF for such calendar year, and (iii) the total amount of Tenant's monthly payments towards OEF for such calendar year previously received by Landlord. In the event the amount in (ii) is more than the amount paid in (iii), Tenant shall pay Landlord the difference within thirty (30) days after the delivery of such statement (including any statement delivered after the expiration or earlier termination of this Lease). If the total amount of Tenant's monthly payments towards OEF for such calendar year previously received by Landlord exceeds Tenant's Proportionate Share of such actual OEF for such calendar year, the excess shall be credited to Tenant's next estimated payment(s) of Rent and Additional Rent, until such excess is fully refunded to Tenant.

For purposes hereof, Tenant's Proportionate Share shall mean the fraction determined by dividing the number of rentable square feet in the Premises (currently deemed to be 28,000 square feet) by the total number of rentable square feet in the Building (presently deemed to be 36,800 square feet), which results in Tenant's Proportionate Share presently deemed to be 76.09%. Tenant's Proportionate Share may change from time to time as the rentable square footage of the Premises or the rentable square footage of the Building change.

8. **Address for Payment of Rent.** Tenant will pay Rent to Landlord, in advance without deduction or offset unless otherwise specified herein, in monthly installments on the first day of each month of the Fifth Amendment Term or Option Term, as applicable, by check delivered to Landlord at P.O. Box 941242, Maitland, FL 32794-1242, or at such other place as the Landlord may from time to time designate in writing.
9. **Indemnification of Landlord and Insurance.** Paragraphs 15 (b) and (c) of the Lease are hereby deleted and replaced with the following:
  - (b) Intentionally Deleted.
  - (c) Throughout the term of this Lease, 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, and is not available to any assignee of Tenant.
    - (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 current ISO occurrence form (or a substitute form providing equivalent or broader coverage) 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) Tenant shall maintain primary, noncontributory property insurance covering its personal property, furniture, fixtures, and equipment for the full insurable replacement value of such property. Likewise Landlord shall maintain primary, noncontributory, per ISO Special Form, property insurance covering the Building and other related structures and its personal property for the full insurable replacement value of such property. Each party hereby agrees to waive in writing all rights of subrogation against the other for damage to their respective property and shall require reciprocal waivers of subrogation from their insurance companies.
- (v) 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.

10. **No Waiver of Sovereign Immunity.** Nothing contained in this Fifth Amendment, or in any provision of the Lease, including without limitation Section 15(a) of the Lease, and the indemnification provisions thereof, shall constitute, or be in any way construed to be:

- (a) a waiver of the Tenant's sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes, or
- (b) indemnification by Tenant for any loss, damage, or other matter, other than for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of Tenant while acting within the scope of the employee's office or employment under circumstances in which the Tenant, if a private person, would be liable to the claimant, in accordance with the general laws of the State of Florida, or
- (c) an agreement by the Tenant to pay a claim or a judgment which exceeds the limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims against the Tenant related to this Agreement and are not confined to tort liability.

This provision shall constitute an amendment to Section 15(a) of the Lease.

11. **Right of First Refusal.**

- (a) **First ROFR.** There is approximately 8,800 square feet of space contiguous to the Premises (the "**ROFR Space**") that Tenant is interested in leasing from Landlord, but the ROFR Space is currently leased to Eugene and Gail Perricone (the "**Current Tenant**") under a written lease (the "**Existing Lease**"). Within ten (10) days after the Current Tenant declines Landlord's offer to lease the ROFR Space or extend the Existing Lease's term, if Current Tenant in fact so declines, Landlord shall notify Tenant in writing in accordance with Section 7 of the Lease of the availability of the ROFR Space and set forth in the notice the material terms and conditions under which Landlord will lease the ROFR Space to Tenant, including, but not limited to,



the term of the proposed lease (which shall not exceed sixty (60) months) and rent (the “**First ROFR Notice**”). For the purposes hereof, the foregoing right of first refusal shall be called the “**First ROFR**”. Within fourteen (14) days after receipt of the First ROFR Notice, Tenant will indicate to Landlord whether it is interested in negotiating an amendment to the Lease to expand the Premises to include the ROFR Space on the terms set forth in the First ROFR Notice by providing written notice to Landlord in accordance with Section 7 of the Lease (the “**Tenant’s First ROFR Negotiation Notice**”). The authority to provide Tenant’s First ROFR Negotiation Notice is hereby delegated to the Tenant’s Manager of the Real Estate Management Division. If the Tenant delivers the Tenant’s First ROFR Negotiation Notice to Landlord by the deadline set forth above, Landlord and Tenant shall diligently negotiate in good faith a proposed draft amendment to the Lease (the “**Amendment**”) incorporating the foregoing lease amendment terms, which shall not materially change the terms and conditions of the Lease, other than (i) adjusting Rent and increased Tenant’s Proportionate Share, both due to adding the ROFR Space to the Lease, (ii) adjusting the Premises to include the ROFR Space, and (iii) resetting the term of the Lease to expire five (5) years after the date of the Amendment (which such dates shall be set forth in the Amendment), and the Tenant shall thereafter submit the mutually agreed-upon, final form of the Amendment (which shall include Landlord’s signature) to the next scheduled Orange County Board of County Commissioners meeting for approval and execution of the Amendment. If, however, the Tenant’s First ROFR Negotiation Notice indicates that Tenant is not interested in negotiating an amendment to the Lease to expand the Premises to include the ROFR Space on the terms set forth in the First ROFR Notice, or Tenant fails to deliver the Tenant’s First ROFR Negotiation Notice by the deadline set forth above, or if Tenant submits the mutually agreed upon final form of the Amendment to the Orange County Board of County Commissioners and said Board does not approve the Amendment and its execution, the First ROFR shall expire. In addition, if Tenant delivers the Tenant’s First ROFR Negotiation Notice indicating to Landlord that it is interested in negotiating an amendment to the Lease to expand the Premises to include the ROFR Space on the terms set forth in the First ROFR Notice, but Landlord and Tenant are unable to agree upon the final form of the Amendment, despite good faith efforts within thirty (30) days after Tenant’s delivery of the Tenant’s First ROFR Negotiation Notice, then the First ROFR shall expire. However, Tenant shall have a one time “**Second ROFR**” on the terms set forth in Paragraph (b) immediately below.

- (b) **Second ROFR.** In the event Landlord identifies another prospective tenant interested in leasing the ROFR Space on terms acceptable to Landlord (the “**Prospect**”) after the expiration of the First ROFR, Landlord shall cause Landlord to send written notice to Tenant setting forth the material terms and conditions under which Landlord will lease the ROFR Space to the Prospect, including, but not limited to, the term of the proposed lease (which shall not exceed sixty (60) months) and rent (the “**Second ROFR Notice**”). Within seven (7) days after receipt of the Second ROFR Notice, Tenant will indicate to Landlord whether it is interested in negotiating an amendment to the Lease to expand the Premises thereunder to include the ROFR Space on the terms set forth in the Second ROFR

Notice by providing written notice to Landlord in accordance with Section 7 of the Lease (the "**Tenant's Second ROFR Negotiation Notice**"). The authority to provide Tenant's Second ROFR Negotiation Notice is hereby delegated to the Tenant's Manager of the Real Estate Management Division. If the Tenant delivers the Tenant's Second ROFR Negotiation Notice to Landlord by the deadline set forth above, Landlord and Tenant shall diligently negotiate in good faith a proposed draft amendment to the Lease (the "**Second ROFR Amendment**") incorporating the foregoing lease amendment terms, which shall not materially change the terms and conditions of the Lease, other than (i) adjusting Rents and increased Tenant's Proportionate Share, both due to adding the ROFR space to the Lease, (ii) adjusting the Premise to include the ROFR Space, and (iii) resetting the term of the Lease to expire five (5) years after the date of the Second ROFR Amendment (which such dates shall be set forth in the Amendment), and the Tenant shall thereafter submit the mutually agreed-upon, final form of the Second ROFR Amendment (which shall include Landlord's signature) to the next scheduled Orange County Board of County Commissioners meeting for approval and execution of the Second ROFR Amendment. If, however, the Tenant's Second ROFR Negotiation Notice indicates that Tenant is not interested in negotiating an amendment to the Lease to expand the Premises thereunder to include the ROFR Space on the terms set forth in the Second ROFR Notice, or Tenant fails to deliver the Tenant's Second ROFR Negotiation Notice by the deadline set forth above, or if Tenant submits the mutually agreed upon final form of the Amendment to the Orange County Board of County Commissioners and said Board does not approve the Amendment and its execution, the Second ROFR shall expire. In addition, if Tenant delivers the Tenant's Second ROFR Negotiation Notice indicating to Landlord that it is interested in negotiating an amendment to the Lease to expand the Premises thereunder to include the ROFR Space on the terms set forth in the Second ROFR Notice, but Landlord and Tenant are unable to agree upon the final form of the Second ROFR Amendment despite good faith efforts within thirty (30) days after Tenant's delivery of the Tenant's Second ROFR Negotiation Notice, then the Second ROFR shall expire and Landlord shall then be entitled to lease the ROFR Space to any other parties on terms and conditions acceptable to Landlord.

12. **Other Leases.** Paragraph 35 of the Lease is hereby deleted.

13. **Holdover.** Paragraph 26 of the Lease is hereby deleted and replaced with the following:

26. **HOLDOVER BY TENANT.** In the event Tenant remains in possession of the Premises after the expiration of this Lease and without Landlord's written consent, it shall be deemed to be occupying the Premises as a tenant from month to month and Base Rental shall increase to the Base Rental due at the time of the expiration of this Lease, plus one hundred percent (100%) of such amount, and otherwise subject to all the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month to month tenancy.

14. **Tenant's Waiver.** Paragraph 21(f) of the Lease is hereby deleted and replaced with the following:

(f) Tenant waives trial by jury in any action, proceeding or counterclaim brought by either of the Parties hereto against the other as a result of any matter set forth in this Lease or connected with Tenant's use or occupancy of the Premises.

15. **Exhibits.** The exhibits attached to this Fifth Amendment are an inherent part of it.
16. **Effects; Conflicts.** Except as set forth in this Fifth Amendment, all other terms and provisions of the Lease are hereby ratified and confirmed and shall remain in full force and effect. In the event of any conflict between the provisions of this Fifth Amendment and the provisions of the Lease, the provisions of this Fifth Amendment shall control.
17. **Counterparts.** This Fifth Amendment may be executed in two or more counterpart copies, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.
18. **Utilities.** Paragraph 12 of the Lease is hereby deleted in its entirety and replaced with the following:

12. UTILITIES. Tenant shall separately contract with utility companies for, and shall promptly pay the utility companies as set forth in attached **Exhibit "B"**. If Tenant does not promptly pay for any utilities, Landlord may pay same in order to insure that the utilities for the Premises are not shut off, and Tenant shall reimburse Landlord, within ten days of receipt of a written invoice, as Additional Rent, for all such payments which Landlord makes. In no event shall Landlord be liable for an interruption or failure in the supply utilities to the Premises.
19. **Subordination.** A new Section 20(d) of the Lease is hereby added as follows:

(d) Notwithstanding anything in Section 20(a) and (b) of the Lease to the contrary, Tenant's agreements in said sections, including without limitation Tenant's agreement to subordinate this Lease and to attorn to successors in interest to Landlord, shall be contingent upon Landlord, Tenant, and Landlord's Mortgagee entering into a subordination, non-disturbance, and attornment agreement ("SNDA") with Landlord's Mortgagee in a form acceptable to the Landlord, Tenant, and Landlord's Mortgagee, and the provisions of said Sections 20(a) and (b) shall only benefit and/or be applicable to Mortgagees who have entered into an SNDA with Tenant (and/or be applicable to Mortgages of such Mortgagees who have entered into an SNDA with Tenant). "Mortgagee" shall mean any state or federally regulated bank, savings and loan association, insurance company, pension fund, credit union, real estate investment trust, or other institutional lender, which holds a mortgage on the Premises (such mortgage is referred to as the "Mortgage").

*(signature pages follow)*

Landlord and Tenant have caused this "Fifth Amendment to Lease Agreement" to be executed by their respective officers and parties thereunto duly authorized to be effective as of the Fifth Amendment Effective Date.

Signed and delivered  
in the presence of:

Witness: [Signature]  
Printed Name: Harold S. Henderson

Witness: [Signature]  
Printed Name: Joyce Fleckey

**LANDLORD:**

**Pyramid Properties VI, LLP, a Florida limited liability partnership f/k/a Pyramid Properties VI, a Florida general partnership**

By: [Signature]

Printed Name: J. WALLACE HENDERSON

Title: PARTNER

Date: 11/7, 2019

Landlord and Tenant have caused this "Fifth Amendment to Lease Agreement" to be executed by their respective officers and parties thereunto duly authorized to be effective as of the Fifth Amendment Effective Date.

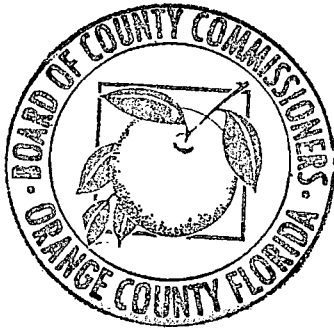
**TENANT:**

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

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

Date: *3 December*, 2019



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

By: *Noelia Perez*  
for Deputy Clerk

Printed Name: *Noelia Perez*

EXHIBIT "A"  
 RENT SCHEDULE

Total Square Footage		28,000			
YEAR	Base Rental (PSF)	Tenant's Proportionate Share of OEF Charges (PSF)	Total (PSF)	Annual Gross Rent	Monthly Gross Rent
1	\$15.00	\$4.00	\$19.00	\$532,000.00	\$44,333.33
2	\$15.45	\$4.12	\$19.57	\$547,960.00	\$45,663.33
3	\$15.91	\$4.24	\$20.15	\$564,200.00	\$47,016.67
4	\$16.39	\$4.37	\$20.76	\$581,280.00	\$48,440.00
5	\$16.88	\$4.50	\$21.38	\$598,640.00	\$49,886.67

\*Note: The per square foot Base Rental, per the chart above (i.e. \$15.00 psf in Year 1) includes a \$1.25 per square foot of the Rent (PSF) charge, which will be allocated for Tenant's specific maintenance and HVAC service costs. Such \$1.25 per square foot charge shall not be subject to the year-end true-up set forth in Paragraph 47.2 of this Lease. The per square foot Base Rental, which includes the \$1.25 per square foot charge, is subject to the annual escalation set forth in the chart above.

**EXHIBIT "B"**  
**MAINTENANCE AND REPAIR RESPONSIBILITY**

Landlord and Tenant acknowledge and agree the following will constitute maintenance and repair responsibilities regarding the Premises:

Portion of the Premises:	Party responsible for maintenance, repair and replacement:	Comments and Exceptions:
Cabinets, Vanities, and Countertops	Tenant	Including toilet partitions and accessories
Carpet and/or Tile (including Deep Cleaning, Repair, and Replacement)	Tenant	
Changes / Additions to Building	N/A	
Common Area Maintenance	Landlord	Including repairs to Common Area
Dumpsters / Trash	Tenant	Dumpster charge is billed through electric
Elevators	N/A	
Exterior Cleaning	Landlord	
Exterior Doors (including Closure Devices, Frames, Molding, etc.)	Both	Tenant will repair; Landlord will replace due to wear and tear
Exterior Electrical: Meter Base, Outlets, Switches, etc.	Landlord	Exterior to the Premises
Exterior Lighting (Pole and Building Fixtures)	Landlord	This is OUC's responsibility
Exterior Painting	Landlord	
Exterior Plumbing (including Septic Tanks, Lift Stations, Pumps, etc.)	Landlord	Unless caused specifically by Tenant
Exterior Walls, Building Envelope, and other Structural Components	Landlord	Unless caused specifically by Tenant
Exterior Windows	Tenant	Including glass located in doors
Fire Alarm Systems (including False Alarms)	Landlord	
Fire Extinguishers	Tenant	

Generators	Tenant	Including electric service to/from generator, if applicable
HVAC (including Filters, Repairs, and Replacement)	Landlord	Landlord will allocate \$1.25 per square foot of the Base Rental to pay for this maintenance item. In the event the costs of this maintenance item exceed \$1.25 per square foot, Landlord will perform the required maintenance and be responsible for the excess costs.
Interior Doors (including Closure Devices, Frames, Molding, etc.)	Tenant	
Interior Electrical: Main Switchgear & Breakers	Tenant	
Interior Electrical: Outlets, Switches, Light Fixtures, Distribution Panels, etc.	Tenant	Including exit lights and emergency battery packs
Interior Decoration (including Paint, Hanging Pictures, Shelves, TV's, Dispensers, etc.)	Tenant	
Interior Plumbing: Faucets, Toilets, Sinks, Water Heaters, Appliances etc. (including Leaks under Slab or Inside Walls)	Tenant	Unless leak is under the slab, in which case Landlord
Interior Windows, Glass Partitions, Window Treatments, Ceiling Tiles	Tenant	Including mirrors
Irrigation Systems (including Controllers, Pumps)	Landlord	
Janitorial	Tenant	
Landscaping (including Debris Clean-up & Storm Drainage)	Landlord	
Life Safety / Fire Sprinklers / Fire Hood Suppression	Landlord	
Locks / Key Management	Tenant	
Overhead Doors / Automatic Gates (including Closure Devices, etc.)	Both	Tenant is responsible for repairs and Landlord is responsible for replacements



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Parking Lot and Driveway (including Hardscapes)	Landlord	
Pest Control (including removal/disposal of dead animals)	Tenant	Exception: Landlord is responsible for Pest Control in landscaping area
Roof	Landlord	Exception: Tenant is responsible for antennas, if applicable
Security Systems / Cameras	Tenant	
Signage	N/A	
Utilities – Electrical and Waste Disposal	Tenant	Waste disposal is billed with electricity
Utilities – Internet Access, Phones, IT equipment	Tenant	
Utilities – Water / Sewer	Tenant	
Other: Communication Disks	Tenant	
Other:		
Other:		
Other:		