

**SECOND AMENDMENT TO FLORIDA AUTO AUCTION PROPERTIES, LLC d/b/a
ORLANDO LONGWOOD AUTO AUCTION LEASE**

THIS SECOND AMENDMENT TO LEASE is dated as of the _____ day of _____ 2026, and is to that Lease entered into on the 22nd day of November, 2016, and renewed on August 13, 2019 and amended on September 27, 2022, by and between **FLORIDA AUTO AUCTION PROPERTIES, LLC, d/b/a ORLANDO LONGWOOD AUTO AUCTION**, whose address is 2800 N. U.S. Highway 17-92, Longwood, Florida 32750, in this Second Amendment referred to as "TENANT", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Second Amendment referred to as "LANDLORD".

W I T N E S S E T H:

WHEREAS, TENANT and LANDLORD entered into the above referenced Lease on November 22, 2016, to lease a portion of LANDLORD's property located at 2925 N. U.S. Highway 17-92, Longwood, Florida 32750; and

WHEREAS, TENANT and LANDLORD entered into the First Renewal on August 13, 2019; and

WHEREAS, TENANT and LANDLORD entered into the First Amendment to the Lease on September 27, 2022; and

WHEREAS, the Lease is currently set to expire on November 30, 2028; and

WHEREAS, the parties desire to amend the Lease to revise Section 1 and 15 to reflect 390 paved parking spaces, to revise Section 3(a) to modify the rent, and to enable both parties to continue to enjoy the mutual benefits it provides,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this First Amendment, the parties agree to amend the Lease as follows:

1. Section 1 of the Lease is deleted and replaced with the following:

Section 1. Leased Premises. LANDLORD hereby grants to TENANT and TENANT hereby accepts from LANDLORD for TENANT's exclusive use and occupancy the portion of LANDLORD'S property located at 2925 N. U.S. Highway 17-92, Longwood, Florida described on the attached Exhibit "A" Sketch of Description, consisting of 8.61 acres which includes three hundred ninety (390) paved striped parking spaces and a three thousand (3,000) square foot building known as the former Used Car building, in this Lease referred to as "Leased Premises". The Leased Premises are depicted on the attached Exhibit "B" aerial map as the area outlined in blue, less the buildings labeled "NOT INCLUDED."

2. Section 3 of the Lease is deleted and replaced with the following:

Section 3. Rent; Annual Rent Adjustment

(a) Prior to December 1, 2025, the rent payable by Tenant to Landlord, which includes annual increases, is as stated in the original Lease dated November 22, 2016 and the First Amendment to the original Lease dated September 27, 2022.

(b) Commencing December 1, 2025, and ending January 31, 2026, the monthly rent to be paid by TENANT to LANDLORD for the Leased Premises is Ten Thousand Three Hundred Forty-Five and 39/100 Dollars (\$10,345.39).

(c) Commencing February 1, 2026, and ending November 30, 2026, the monthly rent to be paid by TENANT to LANDLORD for the Leased Premises is Nine Thousand Seventy-Eight and 61/100 Dollars (\$9,078.61).

(d) Commencing December 1, 2026 and continuing on December 1 of each subsequent year until November 30, 2028, the rent will be increased by three percent (3%) or adjusted based upon the CPI Index, whichever is less. The CPI adjustment will be made on the basis of changes in the index number set forth in the Consumer Price Index – Urban Wage Earners and Clerical Workers – All items, U.S. City Average (1982-84 = 100) published by the Bureau of Labor Statistics, United States Department of Labor. This adjustment to the annual rent is calculated by multiplying the rent payable in the immediately preceding lease year by the sum of: (i) one hundred percent (100%), plus (ii) the percentage increase in the CPI during the prior year; provided, however, that in no event may such upwardly adjusted annual rent exceed one hundred three percent (103%) of the annual rent for the immediately preceding year. It is LANDLORD's responsibility to calculate these adjustments timely and provide written notice of the adjusted rent to TENANT.

(e) TENANT shall submit the monthly rent payments to Contracts and Leasing Coordinator, 1101 East 1st Street, Sanford, Florida 32771.

3. Section 15 of the Lease is deleted and replaced with the following:

Section 15. Termination. If LANDLORD requires all or any portion of the Leased Premises for other Seminole County purposes, LANDLORD may terminate this Lease as to such required entirety or portion of the Leased Premises upon ninety (90) days' prior written notice to TENANT. If LANDLORD partially terminates this Lease as to a portion of the Leased Premises, the annual rent in effect at the time of such partial termination, pursuant to Section 3 of this Lease, will be prorated on the following basis: (1) forty percent (40.0%) of the annual rent in effect for the three thousand (3,000) square foot building; and (2) one divided by three hundred ninety (1/390) multiplied by sixty percent (60.0%) of the annual rent in effect for each striped paved parking space, which is based on a total of 390 striped paved parking spaces.

4. Exhibits A and B to the Lease are deleted and replaced with Exhibits A and B to this Second Amendment.

5. Exhibit C as attached to this Second Amendment is added to and incorporated into the Lease as Exhibit C, effective retroactively to September 27, 2022.

6. Except as modified by this Second Amendment, all terms and conditions of the Lease remains in full force and effect for the term of this Lease, as amended by this Second Amendment.

IN WITNESS WHEREOF, the parties have executed this Second Amendment for the purposes stated above.

ATTEST:

FLORIDA AUTO AUCTION
PROPERTIES, LLC, d/b/a ORLANDO
LONGWOOD AUTO AUCTION

By:  SOUTH FLORIDA AUTO AUCTION OF
FT. LAUDERDALE, INC.
Its Manager/Member

Witness

Deane Kemp

By: 
CHERYL LORENZ, President

Date: 1-5-26

Witness

CeAnna Hill

Print Name

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

By: _____
ANDRIA HERR, Chairman

Date: _____

As authorized for execution by the Board of
County Commissioners at its _____,
2026, regular meeting.

County Attorney

Attachments:

Exhibit A – Sketch of Description
Exhibit B – Aerial Map
Exhibit C – Insurance Requirements



AFL/sfa
12/16/2025
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EXCLUDED/boundary lines are approximate and are to be used for visual purposes only

EXHIBIT "A"

SKETCH OF DESCRIPTION



EXCLUDED/boundary lines are approximate and are to be used for visual purposes only



EXHIBIT "B"

FLORIDA AUTO AUCTIONS PROPERTIES LLC LEASE
EXHIBIT C
INSURANCE REQUIREMENTS

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory
Employers' Liability:	\$ 1,000,000 Each Accident
	\$ 1,000,000 Disease Aggregate
	\$ 1,000,000 Disease Each Employee

B. Commercial General Liability Insurance:

\$ 1,000,000	Per Occurrence
\$ 1,000,000	Personal and Advertising Injury
\$ 2,000,000	General Aggregate
\$ 2,000,000	Products and Completed Operations Aggregate

C. Business Automobile Liability Insurance:

\$ 1,000,000	Combined Single Limit <u>(Any Auto or Owned, Hired, and Non-Owned Autos)</u>
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D. Garagekeepers Liability: \$1,000,000 Per Occurrence

E. Umbrella/Excess Liability: \$5,000,000 Each Occurrence

Seminole County, Florida named additional insured all applicable policies, provided a waiver of subrogation, and all certificates must evidence coverage is primary and non-contributory.

~~ End Exhibit C ~~