


**FIRST AMENDMENT TO LEASE AGREEMENT
BRIO, LLC and SEMINOLE COUNTY**

THIS FIRST AMENDMENT TO LEASE AGREEMENT is to that Lease Agreement entered into on the 12th day of December, 2017, by and between **BRIO, L.L.C.**, whose mailing address is Post Office Box 8, New Smyrna Beach, Florida 32170, in this First Amendment referred to as "LANDLORD," 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 First Amendment referred to as "TENANT."

WITNESSETH:

WHEREAS, LANDLORD and TENANT entered into the above referenced Lease Agreement on December 12, 2017, for the property located at 1271 West Airport Boulevard, Sanford, Florida, 32773 for a term commencing on January 1, 2018 and continuing through December 31, 2022, and upon written agreement by the  parties, providing for an extension of this Lease Agreement for one (1) additional five (5) year term; and

WHEREAS, Section 28 of the Lease Agreement provides that no amendments or modifications of the Lease Agreement will be valid or binding unless expressed in writing and executed by the parties in the same manner as the execution of the original Lease Agreement; and

WHEREAS, the purpose of this First Amendment to Lease Agreement is to expand the size of the Leased Premises; and

WHEREAS, the parties desire to amend the Lease Agreement to revise the Rent section, and Exhibits A, A-1, and E to enable both parties to continue to enjoy the mutual benefits that the Lease Agreement provides,



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

1. Section 1(a) of the Lease Agreement is amended to read as follows:

(i) Commencing January 1, 2018 and ending March 31, 2018, TENANT shall pay rent to LANDLORD for the Temporary Leased Premises described in Exhibit A-1 to the original Lease Agreement, at a monthly rate of ONE THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$1,300.00).

(ii) Commencing on September 1, 2020 and ending August 31, 2021, TENANT shall pay rent to LANDLORD for such Temporary Leased Premises at a monthly rate of ONE THOUSAND THREE HUNDRED SEVEN AND 81/100 DOLLARS (\$1,307.81), based on the use of 1,875 square feet at the rate of EIGHT AND 37/100 DOLLARS (\$8.37) per square foot.



2. Exhibits A and A-1 to the Lease Agreement are deleted and replaced by the Exhibits A and A-1 attached to this First Amendment.

3. Exhibit E to the Lease Agreement is deleted and replaced by the Exhibit E attached to this First Amendment.

4. The effective date of this First Amendment to Lease Agreement is the date of execution by the last party to execute this First Amendment.

[Balance of this page intentionally blank; signature page begins on Page 3.]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Lease Agreement for the purpose expressed above.

WITNESSES:

Sally K. Lettler
SIGNATURE
Sally K Lettler
PRINT NAME
Leslie R Lozon
SIGNATURE
Leslie R Lozon
PRINT NAME

BRIO, L.L.C., by its Manager:
[Signature]
SIGNATURE
Glen A. Lettler
PRINT NAME
8/11/2020
DATE

ATTEST:

[Signature] for GM
GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: [Signature]
JAY ZEMBOWER, Chairman

Date: 8-25 2020

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its August 25,
2020, regular meeting.

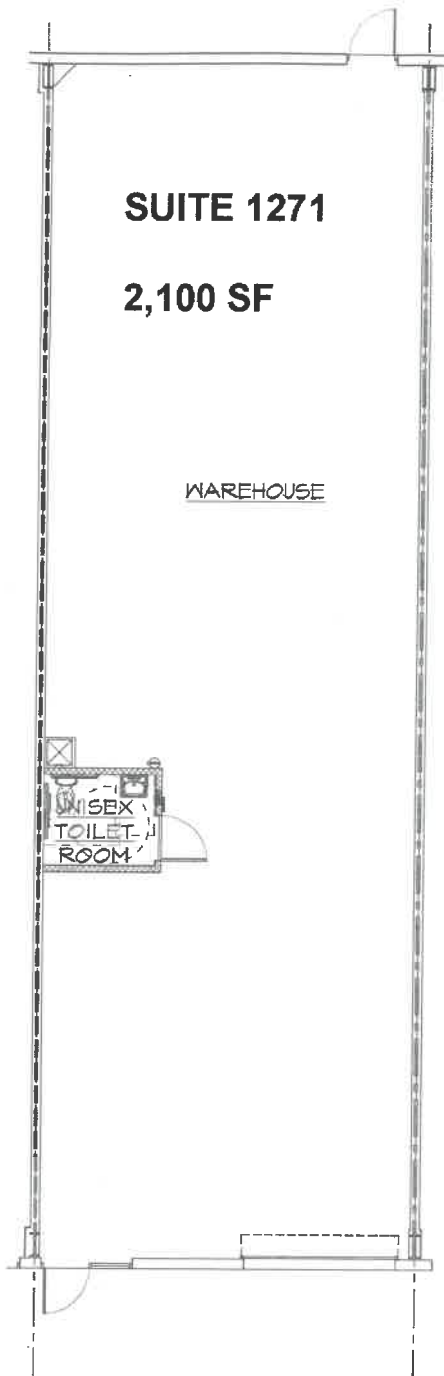
Approved as to form and
legal sufficiency.
[Signature]
County Attorney

DGS/dre
8/5/20
Attachments:

- Exhibit A Description of Leased Premises
- Exhibit A-1 Description of Temporary Leased Premises
- Exhibit E Special Terms

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EXHIBIT A



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PROPOSED FLOOR PLAN
1082, BR/O BLDG 4 - UNIT 1271

DATE: 7-24-20
SCALE: 1/8" = 1'-0"



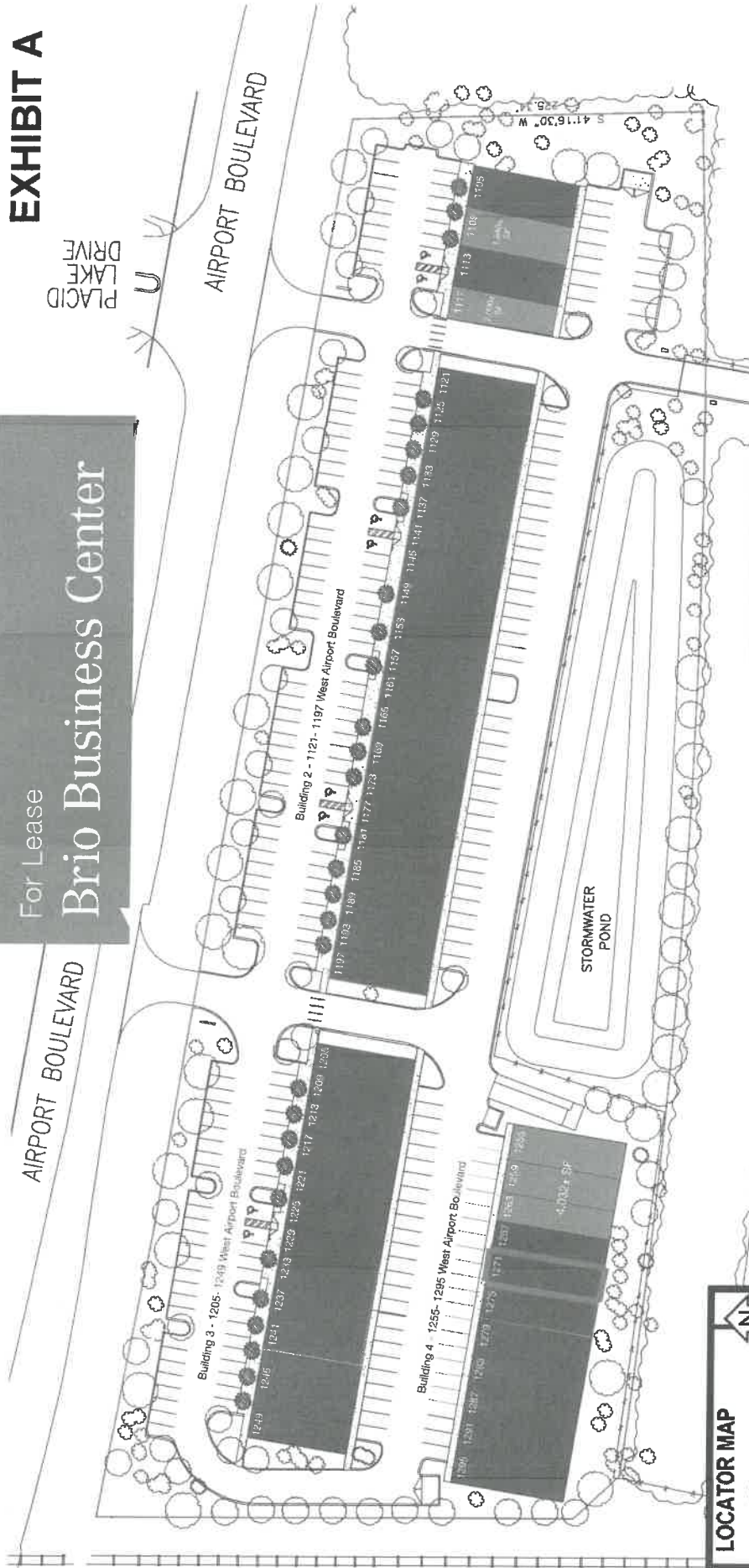
EXHIBIT A

PLACID LAKE DRIVE

For Lease
Brio Business Center

AIRPORT BOULEVARD

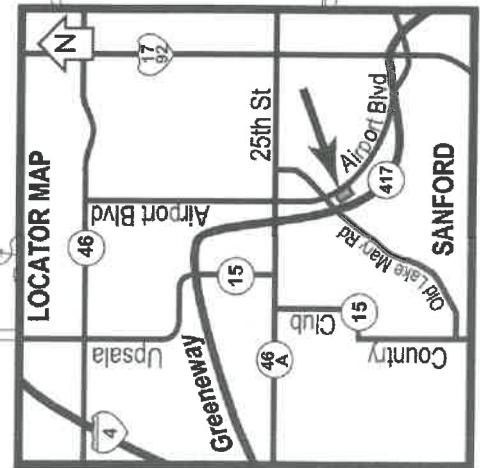
AIRPORT BOULEVARD



	Leased
	Available - Built-Out

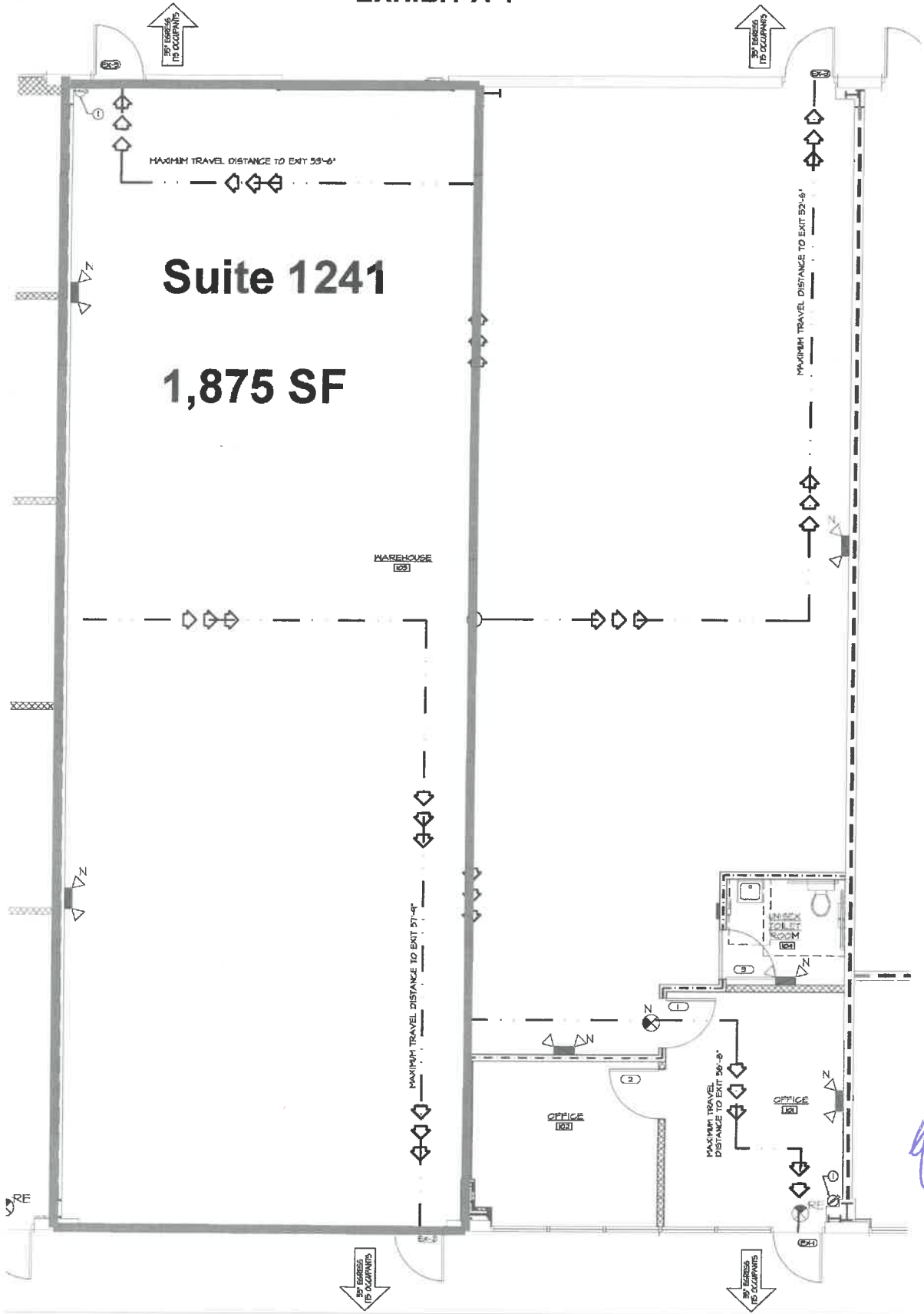


OLD LAKE MARY ROAD
C.S.X. RAILROAD



STATE ROAD NO. 417

EXHIBIT A-1



LIFE SAFETY PLAN

LIFE SAFETY PLAN KEY NOTES

- ① NEM 3A 40 B-C FIRE EXTINGUISHER

SCALE: 1/4" = 1'-0"

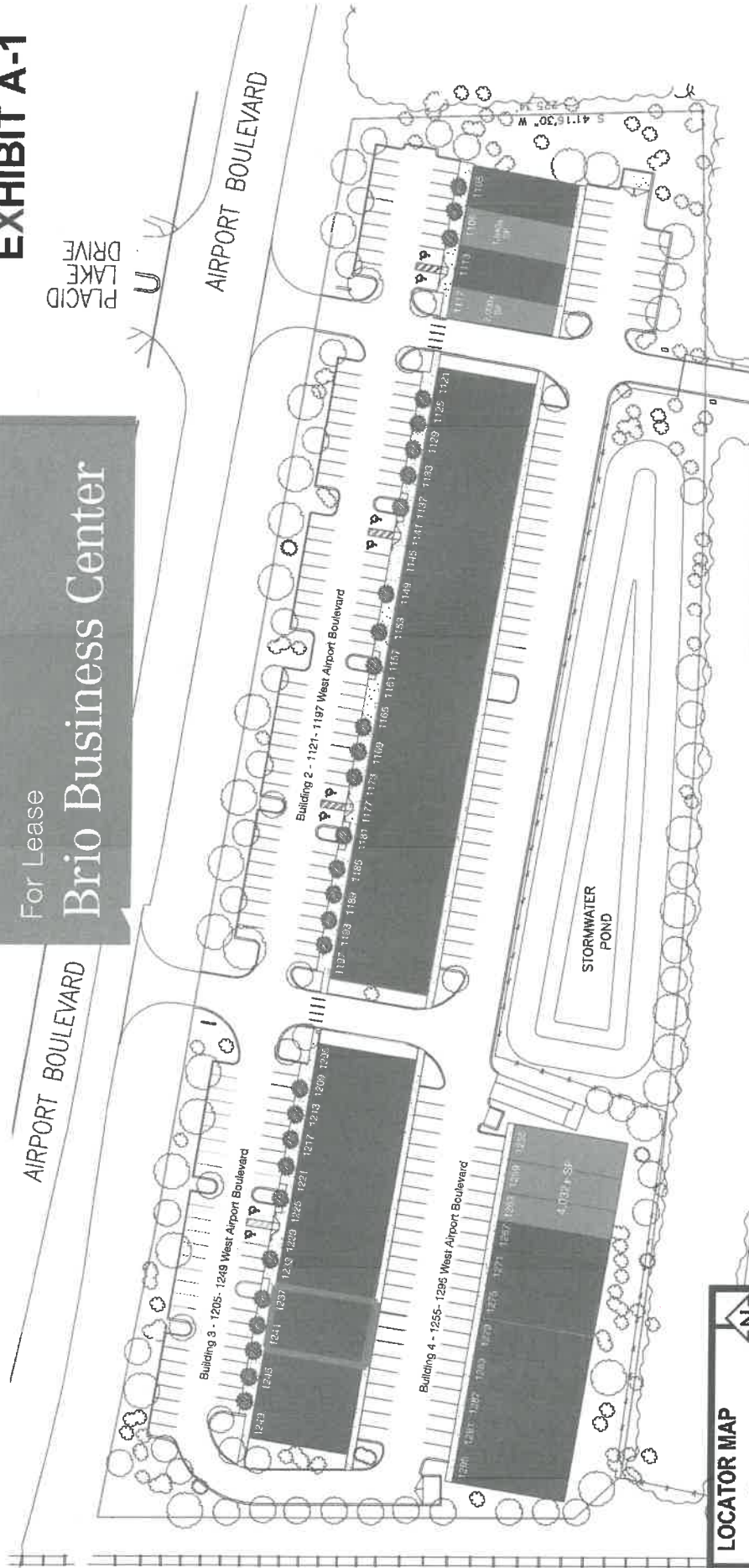
EXHIBIT A-1

PLACID LAKE DRIVE

For Lease
Brio Business Center

AIRPORT BOULEVARD

AIRPORT BOULEVARD



	Leased
	Available - Built-Out



STATE ROAD NO. 417

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EXHIBIT E
Special Terms

Seminole County

1271 West Airport Boulevard (Leased Premises)
1241 West Airport Boulevard (Temporary Leased Premises)
Sanford, Florida 32773

1. TENANT may terminate the Lease Agreement early by providing LANDLORD with 180 days written notice. However, TENANT may terminate the use of the Temporary Leased Premises and all obligation for them upon immediate written notice to LANDLORD

2. TENANT will have the option to renew the Lease Agreement for one additional 5 year term under the same terms and conditions of the Lease Agreement. TENANT shall provide LANDLORD with 180 day written notice of its intent to exercise its renewal option.

3. TENANT will have the exclusive use of the entire Temporary Leased Premises as described on Exhibit A-1 to the Lease Agreement even though the rent for the Temporary Leased Premises will be based only on the portion of the Temporary Leased Premises that TENANT actually uses.

4. TENANT will initially use 1,875 square feet of space within the Temporary Leased Premises. Until August 31, 2021, TENANT will have the option to obtain the use of up to 3,595 square feet of space within the Temporary Leased Premises by notifying LANDLORD to this effect in writing and adjusting the monthly rent by multiplying the square footage of space to be used by the annual price per square foot in effect at the time of the adjustment for the Temporary Leased Premises under the Lease Agreement, and dividing the result by 12.

