

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

**THIS SECOND AMENDMENT TO LEASE AGREEMENT** is to that Lease Agreement entered into on the 12th day of December, 2017, as amended August 25, 2020, by and between **BRIO, L.L.C.**, whose mailing address is Post Office Box 8, New Smyrna Beach, Florida 32170, in this Second 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 Second Amendment referred to as "TENANT."

**WITNESSETH:**

**WHEREAS**, LANDLORD and TENANT entered into the above referenced Lease Agreement on December 12, 2017, as amended August 25, 2020, for the property located at 1271 and 1181 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 Second Amendment to Lease Agreement is to change the configuration of the Leased Premises, to terminate the lease of the Temporary Leased Premises, to modify the rent, to change the term of the Lease Agreement, and to provide for air conditioning in the new part of the Leased Premises; and

**WHEREAS**, the parties desire to amend the Lease Agreement to change the configuration of the Leased Premises, to terminate the lease of the Temporary Leased Premises, to modify the rent, to



change the term of the Lease Agreement, to revise the Rent section, to delete Exhibit A-1, to add Exhibit A-2, and to revise 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 Second Amendment to Lease Agreement, the parties agree to amend the Lease Agreement as follows:

1. Effective June 1, 2021, Sections F through K of the Lease Summary are revised to read as follows:

- F. Address of Tenant: 1271 W. Airport Boulevard, Sanford, Florida 32773  
The four (4) office/warehouse/showroom buildings located at 1105 thru 1295 West Airport Boulevard, Sanford, Florida and known as Brio Business Center. The buildings contain approximately 81,996 square feet of rentable space. For the purposes of this Lease, all references to the "Building" means the buildings located at 1271 and 1275 West Airport Boulevard in the Brio Business Center.
- G. Leased Premises: The portion of the Building #4 outlined on Exhibit A and that portion of Building #4 outlined on Exhibit A-2. The Leased Premises contains approximately 4200 square feet of rentable space.
- H. Permitted Use: Storage of emergency management supplies and other equipment and materials.
- I. Lease Term: Seven (7) years commencing on the Commencement Date and terminating on the Termination Date.

J. Commencement Date: January 1, 2018.

K. Termination Date: December 31, 2024.

2. Effective June 1, 2021, the Lease Summary is revised by deleting the following references:

Exhibit A – Description of Leased Premises  
Exhibit A-1 – Description of Temporary Leased Premises

and replacing these references with the following:

Exhibits A and A-2 – Description of Leased Premises  
Exhibit A-1 – Description of Temporary Leased Premises

3. Effective July 1, 2021, the Lease Summary is revised by deleting the following reference:

Exhibit A-1 – Description of Temporary Leased Premises

4. 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), subject to adjustment as provided in Section 1(c) of the Lease Agreement.

(ii) Commencing on September 1, 2020 and ending June 30, 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, subject to adjustment as provided in Section 1(c) of the Lease Agreement.

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

(i) Upon completion of the interior improvements and fixture installation described in §1(a) above (estimated to be May 1, 2018) and ending on May 31, 2021, Tenant shall pay rent to Landlord for the Leased Premises described in Exhibit A below at a monthly rate of ONE THOURAND FOUR HUNDRED AND NO/100 DOLLARS (\$1,400.00) for the first year of the Lease term, based on \$8.00 pcr square foot, payable on or before the tenth (10th) day of each calendar month, subject to adjustment as provided in Section 1(c) of the Lease Agreement.

(ii) Commencing on June 1, 2021 and ending December 31, 2024, TENANT shall pay rent to LANDLORD for the Leased Premises at a monthly rate of TWO THOUSAND NINE HUNDRED SEVENTY EIGHT AND 50/100 DOLLARS (\$2,978.50), based on the use of 4,200 square feet at the rate of EIGHT AND 50/100 DOLLARS (\$8.51) per square foot. This rent will be subject to adjustment as provided in Section 1(c) of this Lease Agreement commencing January 1, 2022.

6. Effective July 1, 2021, Exhibit A-1 to the Lease Agreement is deleted.

7. Effective June 1, 2021, Exhibit A-2 to this Second Amendment is added to the Lease Agreement as Exhibit A-2.

8. Effective June 1, 2021, Exhibit E to the Lease Agreement is deleted and replaced by the Exhibit E attached to this Second Amendment.

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

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Lease

Agreement for the purpose expressed above.


WITNESSES:

Lisa Harvey  
SIGNATURE

LISA HARVEY  
PRINT NAME

Sally K. Lettler  
SIGNATURE

Sally K. Lettler  
PRINT NAME

  
ATTEST  
Grant Maloy  
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.

David A. Shields  
County Attorney

DGS/iv  
5/5/21

Attachments:

Exhibits A-2 Description of Leased Premises

Exhibit E Special Terms

T:\Users\Legal Secretary CSB\Public Works\Leases\2021\Brio, LLC Second Amendment.docx

BRIO, L.L.C., by its Manager:

Glen A. Lettler  
SIGNATURE

Glen A. Lettler  
PRINT NAME

5/11/21  
DATE

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

By: Lee Constantine  
LEE CONSTANTINE, Chairman

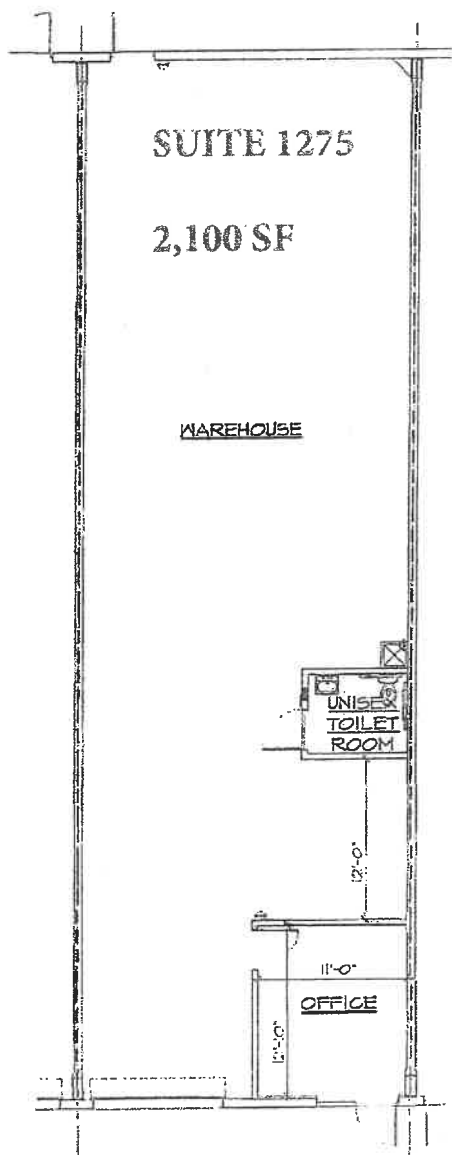
Date: 5/25/21

As authorized for execution by the Board of  
County Commissioners at its May 25,  
2021, regular meeting.

EXHIBIT A-2  
Description of Leased Premises

Seminole County Emergency Management  
1275 West Airport Boulevard  
Sanford, Florida 32773

This plan is diagrammatic only and is provided solely for the purpose of indicating the shape and location of the Premises. With the exception of work described in EXHIBIT E, tenant accepts Premises in "as is" condition, subject to the terms and conditions of this Lease Agreement. Taking possession shall constitute Tenant's acceptance of Premises as required hereunder. All other improvements to Premises are at Tenant's expense.



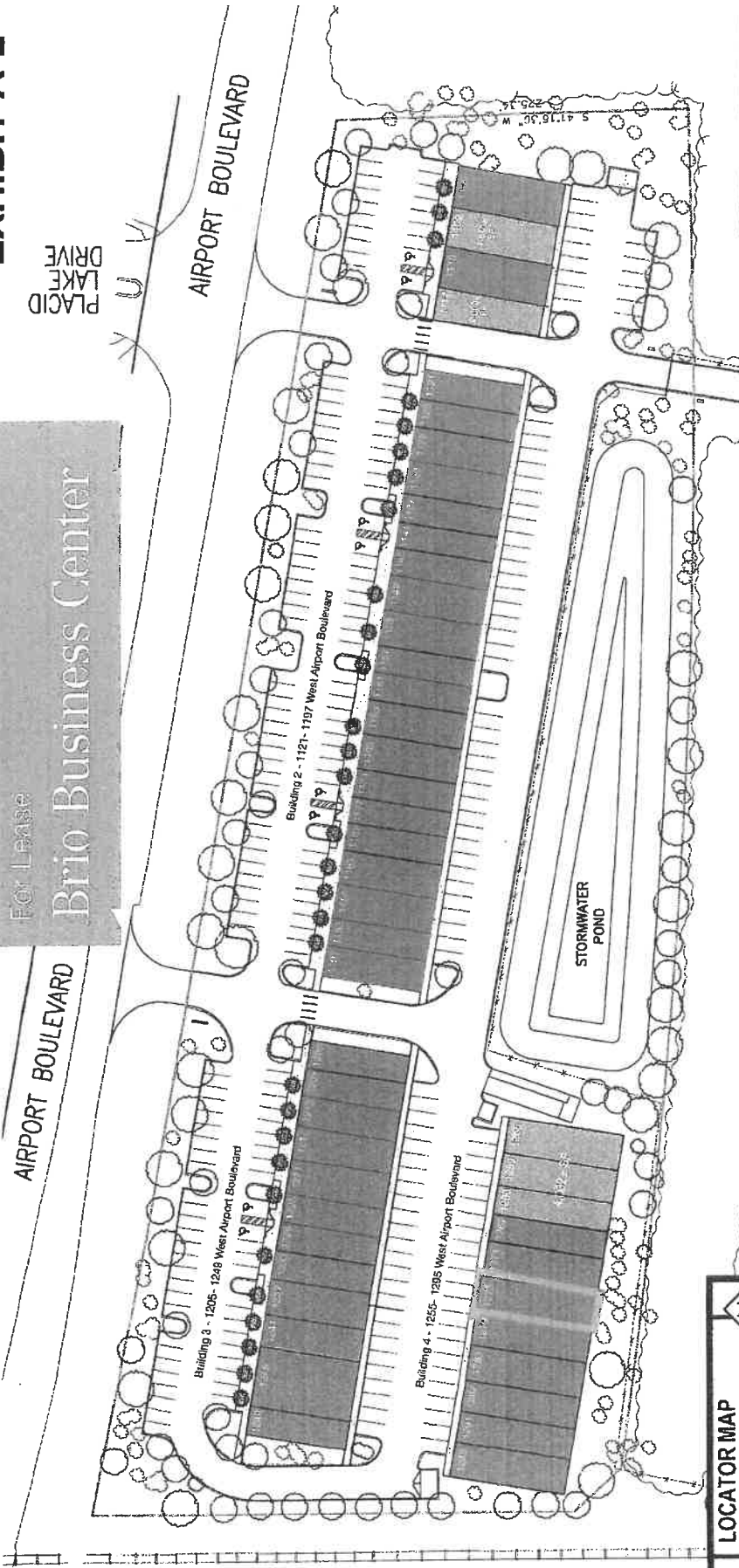
# EXHIBIT A-2

PLACID LAKE DRIVE

For Lease  
**Brio Business Center**

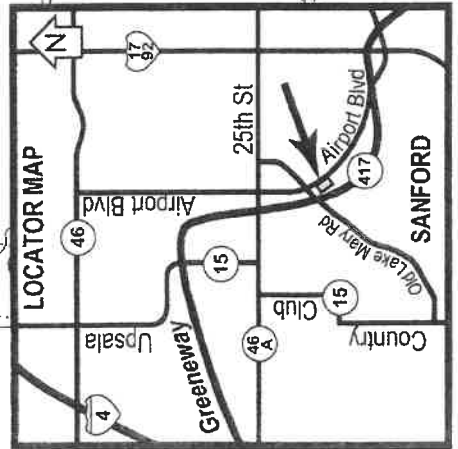
AIRPORT BOULEVARD

AIRPORT BOULEVARD



OLD LAKE MARY ROAD  
 C.S.X. RAILROAD

STORMWATER POND



STATE ROAD NO. 417

EXHIBIT E  
Special Terms

Seminole County and Brio, LLC

1271 and 1275 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 3-year term, beginning January 1, 2025 and ending December 31, 2027, 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. Commencing September 1, 2020 and ending June 30, 2021, 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. The lease of the Temporary Leased Premises expires on June 30, 2021.

4. TENANT will initially use 1,875 square feet of space within the Temporary Leased Premises. TENANT waives its prior option under this Lease Agreement 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.

5. LANDLORD shall install new air conditioning in the portion of the Leased Premises described in Exhibit A-2, Suite 1275, by July 31, 2021.