

**AMENDMENT TO MANAGEMENT AGREEMENT
(City Commons Parking Garage)**

THIS AMENDMENT TO PARKING FACILITY MANAGEMENT AGREEMENT (the "Amendment"), is made and entered into as of the _____ day of _____, 2017, by and between **Piedmont - CNL Towers Orlando Owner, LLC**, a Delaware limited liability company ("CNL") and **City of Orlando**, a Florida municipal corporation (the "City") (CNL and the City collectively referred to as "Owner"), and **LPS of America, Inc.**, a Georgia corporation ("Operator").

RECITALS

CNL's predecessor in interest CNL Plaza LTD, CNL Plaza II, LTD, the City, and Operator entered into that certain parking facility Management Agreement for parking management, dated January 6, 2014 (the "Agreement"), and the current parties thereto now wish to amend the Agreement as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Operator hereby amend the Agreement as follows:

1. Definitions. Capitalized terms used herein but not otherwise defined have the meanings ascribed to them in the Agreement.

2. Amendment to Section 8., Operator's Insurance Coverages. Section 8 is hereby amended by adding a new paragraph 8.(a)(6) which shall read as follows:

(6) Privacy and Network Security insurance in an amount not less than \$5,000,000 each claim and annual aggregate covering all network security and privacy risks, including unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, or other negligence in the handling of confidential information, and including coverage for related regulatory defense and penalties; data breach expenses in an amount not less than \$1,000,000, including consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for Owner, (including any agents of Owner) or on behalf of Owner hereunder. Such insurance shall be maintained in full force and effect at all times during the term of this Agreement, and for a period of two (2) years thereafter for services completed during the term of this Agreement.

3. Ratification. In all other respects, except as modified hereby, the Agreement remains unmodified and in full force and effect.

4. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, binding on the parties hereto, and the signature of any party to any counterpart shall be deemed a signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

[Signatures on following pages.]

Signed in the presence of two witnesses:

Piedmont – CNL Towers Orlando Owner, LLC, a Delaware limited liability company

Signature: _____

Print Name: _____

By: Piedmont Office Management, LLC
(Authorized Agent for Owner)

Signature: _____

By: _____

Print Name: _____

Name: _____

Title: _____

Date: _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED before me, the undersigned authority, _____, as _____, of Piedmont Office Management, LLC, a Georgia limited liability company, as Authorized Agent for Piedmont – CNL Towers Orlando Owner, LLC, a Delaware limited liability company, on behalf of the limited partnership. He/she is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal this _____ day of _____ 2017.

Notary Public

Print Name: _____

ATTEST:

By: _____
Denise Aldridge, City Clerk

CITY OF ORLANDO, FLORIDA, a municipal corporation, organized and existing under the laws of the State of Florida

By: _____
Mayor/Mayor Pro Tem

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing was acknowledged before me this _____ day of _____, 2017 by _____, Mayor Pro Tem and _____, City Clerk, who is personally known to me who did (did not) take an oath.

Name
Notary Public
Serial Number: _____
My Commission Expires: _____

APPROVE AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

_____, 2017

By: _____
Assistant City Attorney

OPERATOR:

LPS OF AMERICA, INC., a Georgia corporation

By: _____

Name: _____

Title: _____

Date: _____

CORPORATE ACKNOWLEDGMENT

STATE OF GEORGIA
COUNTY OF FULTON

PERSONALLY APPEARED before me, the undersigned authority, _____, as President, and on behalf of LPS of America, Inc., a Georgia corporation. He/she is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal this _____ day of _____ 2017.

Notary Public

Print Name: _____