

FIRST AMENDMENT TO LEASE AGREEMENT

The parties to this First Amendment to Lease Agreement (the “**Amendment**”) are SWVP ORLANDO OFFICE LLC, a Delaware limited liability company authorized to transact business in Florida (the “**Landlord**”), and CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC., a Florida non-profit corporation (the “**Tenant**”), who, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, agree as follows:

1. Background.

1.1. PKY Fund II Orlando I, LLC (“**Original Landlord**”) and Tenant entered into that certain Lease Agreement dated November 19, 2014 (the “**Lease**”) for Suite 700, 390 N. Orange Avenue, Orlando, Florida.

1.2. Landlord is the successor in title and interest to the Original Landlord and is the owner and holder of the Original Landlord’s interest under the Lease.

1.3. The parties have now agreed to extend the Term of the Lease and amend the Lease on the terms and conditions contained in this Amendment.

2. Definitions. Capitalized terms used but not defined in this Amendment shall have the same definitions given to them in the Lease, unless the context clearly indicates a contrary intent. If there is any conflict between the terms of this Amendment and the Lease, the terms of this Amendment shall control. For purposes of this Amendment, the term “**Date of this Amendment**” shall mean the date on which this Amendment is executed by the last one of the parties to do so.

3. Landlord’s Notice Address.

Landlord:

SWVP Orlando Office LLC
Attn: Mark Schlossberg, Managing Partner
12770 El Camino Real, Suite 200
San Diego, CA 92130

With a copy to:

SWVP Orlando Office LLC
Attn: Legal Department
12770 El Camino Real, Suite 200
San Diego, CA 92130

With a copy to:

SWVP Orlando Office LLC
Attn: Property Manager
390 N. Orange Avenue, Suite 1550
Orlando, FL 32801

4. Landlord’s Address for Payments:

If by check, mail to:

SWVP ORLANDO OFFICE LLC
Jones Lang LaSalle Americas Inc. AAF
P.O. Box 744521
Atlanta, Georgia 30374-7445

or courier to:

SWVP ORLANDO OFFICE LLC
Jones Lang LaSalle Americas Inc. AAF
Bank of America Lockbox Services
Lockbox 744521
6000 Feldwood Road
College Park, GA 30349

if by wire transfer or ACH”:

Bank Name: Bank of America
ABA #: 026009593 (Wire) / 071000039 (ACH Credit)
Account Name: Jones Lang LaSalle Americas Inc.
AAF SWVP Orlando Office LLC
Account # 8670415242

5. **Tenant’s Notice Address.**

CareerSource Central Florida
Attn: _____
390 N. Orange Avenue, Suite 700
Orlando, FL 32801

6. **Term.** The Term is extended for an additional 63 calendar months, commencing May 1, 2021, and expiring July 31, 2026.

7. **Base Rent.** The Base Rent during the extended Term shall be:

Period	Rate P/S/F Per Annum	Monthly Base Rent	Period Base Rent
5/1/21 – 7/31/21	\$27.46	*	*
8/1/21 – 4/30/22	\$27.46	\$34,169.39	\$307,524.51
5/1/22 – 4/30/23	\$28.28	\$35,189.75	\$422,276.96
5/1/23 – 4/30/24	\$29.13	\$36,247.43	\$434,969.16
5/1/24 – 4/30/25	\$30.00	\$37,330.00	\$447,960.00
5/1/25 – 4/30/26	\$30.90	\$38,449.90	\$461,398.80
5/1/26 – 7/31/26	\$31.83	\$39,607.13	\$118,821.39

Base Rent amounts shown above do not include applicable sales tax.

* Provided that Tenant is not in default of the Lease beyond any applicable grace period at any time during the rent credit period, Tenant shall have a Rent credit in the amount of the Base Rent owed for the three calendar months of May, June and July 2021 (collectively, the “**Rent Credit**”), which credit shall be applied to the installments of Base Rent due for those months. If an event of default occurs, the Rent credit shall immediately become due and payable in full and the Lease shall be enforced as if there were no such rent abatement or other rent concession. In such case, the abated rent subject to the above credit shall be calculated based on the full initial Base Rent payable under the Lease.

8. **Base Year.** Effective May 1, 2021, the Base Year shall mean calendar year 2021.

9. **Construction of Premises/Improvements [Landlord Builds].**

9.1. **Performance of Improvements.** Landlord shall perform the Tenant Improvements in a good and workmanlike manner, using Building Standard materials, using contractors selected by Landlord. Landlord shall invite competitive bids for performance of the Tenant Improvements from no less than three general contractors. The general contract for the Tenant Improvements will be awarded to the lowest responsive, responsible bidder as determined by Landlord in its reasonable discretion with Tenant’s reasonable approval. Tenant shall be entitled to review the bids and approved the final bid (and if necessary, to have the opportunity to make value engineering changes within a reasonable period of time, not to exceed five Business Days after bid opening). Other than as set forth in this paragraph, Landlord has made no representation or promise as to the condition of the Premises. Tenant is in possession of the Premises and is fully familiar with the physical condition of the Premises, and shall accept the Premises in its then existing “as is,” “where is” condition. Landlord shall not perform any work other than the Tenant Improvements and shall not perform any work as to any portions of the Premises not specifically addressed in the description of the Tenant Improvements. Landlord shall not be liable for any latent or patent defect in the Premises.

9.2. **Ongoing Work.** In order to accommodate Tenant, Tenant acknowledges that Landlord will perform the Tenant Improvements while Tenant is in possession of the Premises and agrees that: (a) Tenant will fully cooperate with Landlord and its employees, agents, and contractors performing the Tenant Improvements, including granting access to the Premises and relocating personnel as requested by Landlord to accommodate the work, (b) Tenant will not delay, hamper, or impede in any manner the performance of the Tenant Improvements, and (c) no entry or activity by Landlord or performance of Tenant Improvements in the Premises shall be deemed to be a constructive or actual eviction, or breach of the covenant of quiet enjoyment, or entitle Tenant to any claims of any kind against Landlord, including claims for consequential damages or business interruption, or be deemed to be a default of any obligation of Landlord under the Lease.

9.3. **Tenant Improvement Allowance.** If and for as long as Tenant is not in default under the Lease beyond any applicable grace period, Tenant shall be entitled to a tenant improvement allowance in the amount of \$7.00/sf, (the “**Tenant Improvement Allowance**” or “**Allowance**”) for updating finishes in the Premises, plus the Work Costs to construct the demising wall, including telephone, data and communications and the relocation of workspaces associated with Section 13. The Tenant Improvement Allowance shall be applied to the Work Cost for improvements to the Premises. The Allowance may not be used toward any “soft costs” related to purchase or installation of Tenant’s wiring of telephone, data and communications (except as related to the demising wall), fixtures, furniture or equipment or furniture relocation. The Allowance will be available for application by Tenant for work requested no later than April 30, 2022. Tenant shall pay the entire amount of the Work Cost which is in excess of the Allowance. Within ten days after receipt of the contractor’s estimate of the anticipated Work Cost, Tenant shall pay Landlord, in cash, the difference between the estimated Work Cost and the Tenant Improvement Allowance. Landlord shall have no obligation to commence the Tenant Improvements until its receipt of any such excess amounts from Tenant. Tenant shall not receive cash or any credit against rent for any unused portion of the Tenant Improvement Allowance, if the Work Cost is less than the Allowance. Upon final completion of the Tenant Improvements, Landlord will provide a final accounting of the Work Cost and Tenant shall pay any amounts in excess of the Allowance then due not previously paid by Tenant. The Tenant Improvement Allowance is being paid by Landlord as an inducement to Tenant to enter into this Amendment and as consideration for the execution of this Amendment by Tenant and the performance by Tenant under the Lease for the full Lease Term. If after Tenant has been granted all or any portion of the Allowance, the Lease Term is terminated by virtue of a default by Tenant or Landlord resumes possession of the Premises consequent on a default by Tenant, and Landlord is precluded by applicable law from collecting the full amount of damages attributable to the default as provided in the Default article of the Lease, then, in addition to all other available damages and remedies, Landlord shall also be entitled to recover from Tenant the unamortized portion (calculated using an interest rate of 12% per annum compounded monthly) of the Tenant Improvement Allowance, which sum shall not be deemed rent. This obligation of Tenant to repay the unamortized balance of the Tenant Improvement Allowance to Landlord shall survive the expiration or sooner termination of the Lease Term.

9.4. **Definitions.** The following terms shall have the following definitions: (a) “**Plans**” shall mean the plans and specifications for the improvements to the Premises desired by Tenant, if any; (b) “**Tenant Improvements**” shall mean all of the work requested by Tenant and performed by Landlord, including work defined in any Plans, and any extra work or changes performed under revisions to the Plans (subject to the Changes paragraph below); and (c) “**Work Cost**” shall mean the aggregate of (i) engineering and architectural fees for the Tenant Improvements, if any, plus (ii) filing fees, permit costs, governmental testing (including tests required to comply with environmental laws), and requirements of applicable law and governmental authorities incurred for or necessitated by the Tenant Improvements, including costs of compliance with the ADA resulting from the Tenant Improvements, plus (iii) all costs of demolition of any existing improvements in the Premises, plus (iv) the actual cost of all labor and materials furnished in connection with the Tenant Improvements, including all costs associated with extra work or change orders, plus (v) 5% of the total actual costs of all Tenant Improvements requiring building permits, including extra work or change orders, (excluding for clarity Tenant Improvements not requiring a permit, such as painting, carpeting, cabinet refinishing, etc.) representing Landlord’s fee for overhead and supervision.

9.5. **Additional Space and Work Not Covered.** This Section shall not apply to any additional space added to the Premises at any time after the Date of this Amendment, whether under any options under the Lease or otherwise, or to any portion of the Premises or any additions to the Premises in the event of a renewal or extension of the Lease Term, whether under any options under the Lease or otherwise, unless expressly so provided in this Amendment or an amendment to the Lease. Tenant shall perform all work not shown on the Plans at its sole expense. Tenant acknowledges and agrees that Landlord shall have no obligation to perform any Tenant Improvements in the Premises except for the Tenant Improvements expressly set forth in this Section and in the Plans.

10. **Parking Spaces.** Effective May 1, 2021, Tenant shall be entitled to use a total of 50 unreserved spaces in the Building parking facility at \$90.00 per space, per month, plus applicable sales tax. The rates for all parking spaces/permits will increase annually during the Lease Term at the rate of three percent (3%) per year on a compounded basis. Tenant shall pay for all allocated spaces whether Tenant uses such spaces or not; provided that Tenant with 30 days prior notice, may elect to give back any of such spaces to Landlord. If Tenant gives back any allocated spaces to Landlord, Landlord reserves the right to allocate such space to other tenants or users, and such spaces will only be available thereafter on a space available basis.

11. **Placard Signage.** Section 60 of the Lease is hereby deleted. Tenant shall have no right to use a panel and display signage on the Building placard sign.

12. **Option to Extend.** Tenant shall have the option to extend the Lease Term for an additional period of 60 months, on the same terms and conditions as provided in the Lease, except that, for the extended term:

12.1. Upon exercise of this option to extend the Lease Term, the Lease, as extended, shall not contain any further option to extend as provided in this article;

12.2. The Base Rent shall be determined as set forth below, but in no event shall it be less than the Base Rent payable for the 12-month period immediately preceding the current expiration date of the Lease Term; and

12.3. Landlord shall have no obligation to perform any alterations or tenant improvements or other work in the Premises.

12.4. The exercise of the option set forth in this article shall only be effective on, and in strict compliance with, the following terms and conditions:

12.4.1. Notice of Tenant's exercise of the option (the "**Extension Notice**") shall be given by Tenant to Landlord no earlier than 18 months and no later than 12 months before the current expiration date of the Lease Term. **TIME SHALL BE OF THE ESSENCE AS TO THE EXERCISE OF ANY ELECTION BY TENANT UNDER THIS ARTICLE.**

12.4.2. At the time of Tenant giving Landlord notice of its election to extend the Lease Term and on the expiration of the current Lease Term, the Lease shall be in full force and effect and Tenant shall not be in default under any of the terms, covenants, and conditions of the Lease beyond any applicable grace period.

12.4.3. The rights granted to Tenant under this article are personal to the original named Tenant in the Lease and may not be assigned or exercised by anyone other than such Tenant and only while such Tenant is in possession of the entire Premises.

12.5. The Base Rent shall be a sum equal to the fair market renewal rental value of the Premises for the extended Lease Term, based on and taking into account the rentals at which extensions or renewals of leases are being concluded for comparable space in the Building and in comparable Class "A" buildings in the downtown Orlando, Florida area at that time and for such a term and taking into account the terms and conditions of the Lease and anticipated inflation during the extended Lease Term (the "**Fair Market Rental Value**" or the "**Value**").

12.5.1. Within 30 days after receipt of the Extension Notice, Landlord shall advise Tenant of the applicable Fair Market Rental Value for the extended Lease Term. If Tenant disagrees with Landlord's determination of Fair Market Rental Value, Tenant shall provide written notice to Landlord of its objection, within 30 days of Landlord's notice to Tenant, including Tenant's statement of what it believes the Fair Market Rental Value should be. If Tenant has not timely provided an objection notice, then Landlord and Tenant shall enter into an amendment to the Lease extending the Lease Term on the terms and conditions of this article.

12.5.2. If Tenant delivers a timely objection notice, then upon Landlord's receipt of the notice, Landlord and Tenant shall, for a period of 30 days, negotiate in good faith to agree on the Fair Market Rental Value. Upon agreement, Landlord and Tenant shall enter into an amendment to the Lease extending the Lease Term on the terms and conditions of this article. If the parties cannot agree on the Fair Market Rental Value within such 30-day period, then Landlord and Tenant shall meet with each other within 35 days after Landlord's receipt of Tenant's objection notice and shall exchange in

sealed envelopes their final proposal as to the Fair Market Rental Value (collectively, the "Estimates") and open such envelopes in each other's presence. If the higher of the Estimates is no more than 105% of the lower Estimate, then the Fair Market Rental Value will be the average of the Estimates. If the higher of the Estimates is more than 105% of the lower Estimate, and if Landlord and Tenant do not mutually agree upon the Fair Market Rental Value within five Business Days after the exchange and opening of the envelopes, then the Fair Market Rental Value shall be determined by arbitration in accordance with the expedited procedures of the Commercial Arbitration Rules of the American Arbitration Association then in force, with the following exceptions: There shall be a single arbitrator selected by the American Arbitration Association. The arbitrator shall be a commercial real estate broker having at least 15 years of experience in the office market area in which the Building is located and having a professional designation of CCIM or SIOR, or both designations. The scope of the arbitrator's inquiry and determination shall be limited to whether the Landlord's or the Tenant's Estimate most closely reflects the Fair Market Rental Value and the arbitrator may not select any Value other than the Landlord's Estimate or the Tenant's Estimate. The determination by the arbitrator shall be rendered in writing to both Landlord and Tenant and shall be final and binding on them. The parties shall share equally in the cost of the arbitrator. Any fees of any counsel or experts engaged directly by Landlord or Tenant, however, shall be borne by the party retaining the counsel or expert.

12.6. All options to extend the Lease Term as set forth in this article shall be null and void if Landlord and Tenant enter into any agreement extending the Lease Term on terms different than those set forth in this article.

13. Space Contraction Option.

13.1. Provided Tenant makes its election no later than the Contraction Date (defined below), effective no later than April 30, 2022, Tenant shall have the right to delete up to 3,140 rentable square feet of space from the Premises, the maximum proposed space to be deleted is depicted in EXHIBIT "A" to this Amendment (the "Contraction Space") from the Lease. If Tenant elects to delete less than the full 3,140 square feet of space, then Tenant may request (by no later than the Contraction Date defined below) deletion of less space with Landlord's approval as to location of demising wall (in Landlord's sole business judgment taking into account advice of its architect/engineer and existing conditions). Such contraction to be effective no less than six calendar months following receipt by Landlord of written notice of Tenant's election to delete space which notice must be given, if at all, no later than October 31, 2021 (the "Contraction Date"). The remaining portion of the Premises after the deletion of the Contraction Space shall be referred to as the "Remaining Space". The space contraction rights set forth in this article shall only be effective upon strict compliance with the following terms and conditions:

13.1.1. TIME IS OF THE ESSENCE AS TO THE CONTRACTION DATE NOTICE REQUIREMENT AND ALL OTHER PROVISIONS OF THIS OPTION TO DELETE SPACE.

13.1.2. Simultaneously with the delivery of the notice of deletion of space, Tenant shall pay to Landlord, the unamortized balance (calculated using an interest rate of 8% per year) of the Tenant Improvement Allowance and amounts otherwise paid by Landlord for construction of any Tenant Improvements with respect to the Contraction Space, including demising work, and the Rent Credit pertaining to the Contraction Space. The parties agree that this payment is considered liquidated damages for the deletion and termination of the Lease as to the Contraction Space, and not as rental payment or consideration for the use or occupancy of the Contraction Space and shall not be denominated, deemed, or considered as rental income by Landlord, as a rent expense by Tenant, or for or on account of any future rent payments, and this designation shall be controlling regardless of any designation to the contrary by either party, regardless of the above method of calculation of such fee.

13.2. This contraction right is conditioned upon Tenant not being in default under any of the terms, covenants, and conditions of the Lease beyond any applicable grace period at the date of delivery by Tenant of its written election to delete space and on the Contraction Date. Further, the rights granted to Tenant under this article are personal to the original named Tenant in the Lease and may not be assigned or exercised by anyone other than such Tenant and only while Tenant is in possession of the entire Premises.

13.3. Notwithstanding the deletion of the Contraction Space by Tenant, Tenant shall remain liable to satisfy any obligations of Tenant under the Lease which accrue up to the Contraction Date. If ascertainable, these obligations shall be satisfied prior to the Contraction Date. Any unsatisfied obligations shall survive the Contraction Date, even though billings for the obligations may occur after the Contraction Date.

13.4. On or prior to the Contraction Date, Tenant shall vacate the Contraction Space and surrender possession of the Contraction Space to Landlord in accordance with the provisions of the Lease, as if the Contraction Date was the original expiration date of the Lease Term as to the Contraction Space, and Tenant shall execute any documents reasonably required by Landlord concerning the contraction. If Tenant fails to vacate the Contraction Space by the Contraction Date, Landlord shall have the remedies for a hold over provided in the Lease or by law.

13.5. Landlord shall perform the separation work of the Contraction Space from the Remaining Space at Tenant's sole cost and expense, provided that Tenant may apply any unused Tenant Improvement Allowance funds to the Work Cost for the separation work.

13.6. From and after the Contraction Date, Tenant's parking rights and any other rights of Tenant under the Lease determined on a square foot basis shall be proportionately adjusted to reflect the reduced Rentable Area of the Premises resulting from the Contraction of the Contraction Space.

14. **Rentable Area of the Premises.** Landlord and Tenant agree that the Rentable Area of the Premises is 14,932 square feet. This square footage figure has been agreed upon by the parties as final and correct and is not subject to challenge or dispute by either party.

15. **Lender Approval.** This Amendment is contingent upon the approval of Landlord's mortgagee. Landlord may terminate this Amendment if its mortgagee does not approve this Amendment within 30 days after the Date of this Amendment. Landlord shall not be liable to Tenant for any costs, damages, or expenses whatsoever if Landlord elects to terminate this Amendment as provided in this article.

16. **Ratification.** Except as modified by this Amendment, the Lease shall remain otherwise unmodified and in full force and effect and the parties ratify and confirm the terms of the Lease as modified by this Amendment. The Lease, as amended, contains the entire agreement between Landlord and Tenant as to the Premises, and there are no other agreements, oral or written, between Landlord and Tenant relating to the Premises. Tenant certifies: (a) that it has no offsets, defenses, or claims as to Landlord's or Tenant's obligations under the Lease; (b) that there are no defaults existing under the Lease on the part of either Landlord or Tenant; and (c) there is no existing basis for Tenant to terminate the Lease. All future references to the Lease shall mean the Lease as modified by any and all prior amendments and by this Amendment.

17. **Broker.** Landlord and Tenant each represent and warrant that they have neither consulted nor negotiated with any broker or finder regarding the Premises, except CBRE, Inc. ("**Landlord's Broker**") and RE Commercial ("**Tenant's Broker**"). Tenant shall indemnify, defend, and hold Landlord harmless from and against any claims for commissions from any real estate broker other than Landlord's Broker and Tenant's Broker with whom it has dealt in connection with this Amendment. Landlord shall indemnify, defend, and hold Tenant harmless from and against payment of any leasing commission due Landlord's Broker and Tenant's Broker in connection with this Amendment and any claims for commissions from any real estate broker other than Landlord's Broker and Tenant's Broker with whom Landlord has dealt in connection with this Amendment. Leasing commissions shall be paid pursuant to separate written agreement(s). The terms of this section shall survive the expiration or earlier termination of the Lease.

18. **Use Restrictions.** Additionally, Tenant shall not use or permit or suffer the use of the Premises for any of the following uses, and shall indemnify, defend and hold Landlord harmless from all costs and claims arising from Tenant's violation of such restrictions: (operation of "retail banking services", and (b) installation and operation of automated teller machines (ATM). The foregoing use restriction for retail banking services shall not apply to other retail banking companies leasing space in the Building for primarily administrative, accounting, or general office uses (which general office use may include provision of insurance services, financial planning, investment/brokerage services, or private/trust "by appointment" banking) so long as such bank is not conducting "retail banking services" in the Building, and the retail bank tenant is not granted any exterior Building signage rights. For purposes of this restriction, "**retail banking services**" shall mean a retail open-to-the-public "walk-in" banking facility as typically offered by national banks having retail branches with typical teller services, such as Bank of America; provided that, "**retail Bank Services**" shall exclude companies conducting primarily office-based services for insurance (such Northwestern Mutual, State Farm), financial planning (such as TD Ameritrade), and investment/brokerage services (such as Merrill Lynch).

19. **Corporate Seal.** The scroll seal set forth immediately below the signature of the individual executing this Amendment on Tenant's behalf has been adopted by the corporation as its seal for the purpose of execution of this Amendment and the scroll seal has been affixed to this Amendment as the seal of the corporation and not as the personal or private seal of the officer executing this Amendment on behalf of the corporation.

20. **Miscellaneous Provisions.** Submission of this Amendment by Landlord is not an offer to enter into this Amendment but rather a solicitation for such an offer by Tenant. Landlord shall not be bound by this Amendment until Landlord has executed it and delivered it to Tenant. This Amendment constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Amendment. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Amendment are expressly merged into and superseded by this Amendment. The provisions of this Amendment may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. The parties may amend this Amendment only by a written agreement of the parties that identifies itself as an amendment to this Amendment or the Lease. The parties may execute this Amendment in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. Landlord and Tenant intend that faxed or PDF format signatures constitute original signatures binding on the parties. This Amendment is effective upon delivery of one executed counterpart from each party to the other party. In proving this Amendment, a party must produce or account only for the executed counterpart of the party to be charged. Whenever placed before one or more items, the words "include," "includes," and "including" shall mean considered as part of a larger group, and not limited to the item(s) recited. The word "or" is used in the inclusive sense of "and/or"; the word "any" means "any and all"; and the words "will" and "shall" are intended to express mandatory actions and may be used interchangeably with no difference of meaning or intent for purposes of this Amendment. Each party has reviewed this Amendment and all of its terms with legal counsel, or had an opportunity to review this Amendment with legal counsel, and is not relying on any representations made to him by any other person concerning the effect of this Amendment. This Amendment shall be interpreted without regard to any presumption or rule requiring construction against the party causing this Amendment to be drafted. No inference shall be drawn from the modification or deletion of versions of the provisions of this Amendment contained in any drafts exchanged between the parties before execution of the final version of this Amendment that would be inconsistent in any way with the construction or interpretation that would be appropriate if the prior drafts had never existed.

21. **NO RELIANCE. EACH PARTY AGREES IT HAS NOT RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY, OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS AMENDMENT.**

Landlord and Tenant are signing this Amendment as of the Date of this Amendment.

LANDLORD:

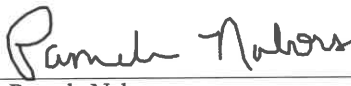
SWVP ORLANDO OFFICE LLC, a Delaware limited liability company

By: 
Name: Mark Schlossberg
Title: Authorized Representative

Date Executed: 8-3-2020

TENANT:

CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC., a Florida non-profit corporation

By: 
Name: Pamela Nabors
Title*: President & CEO

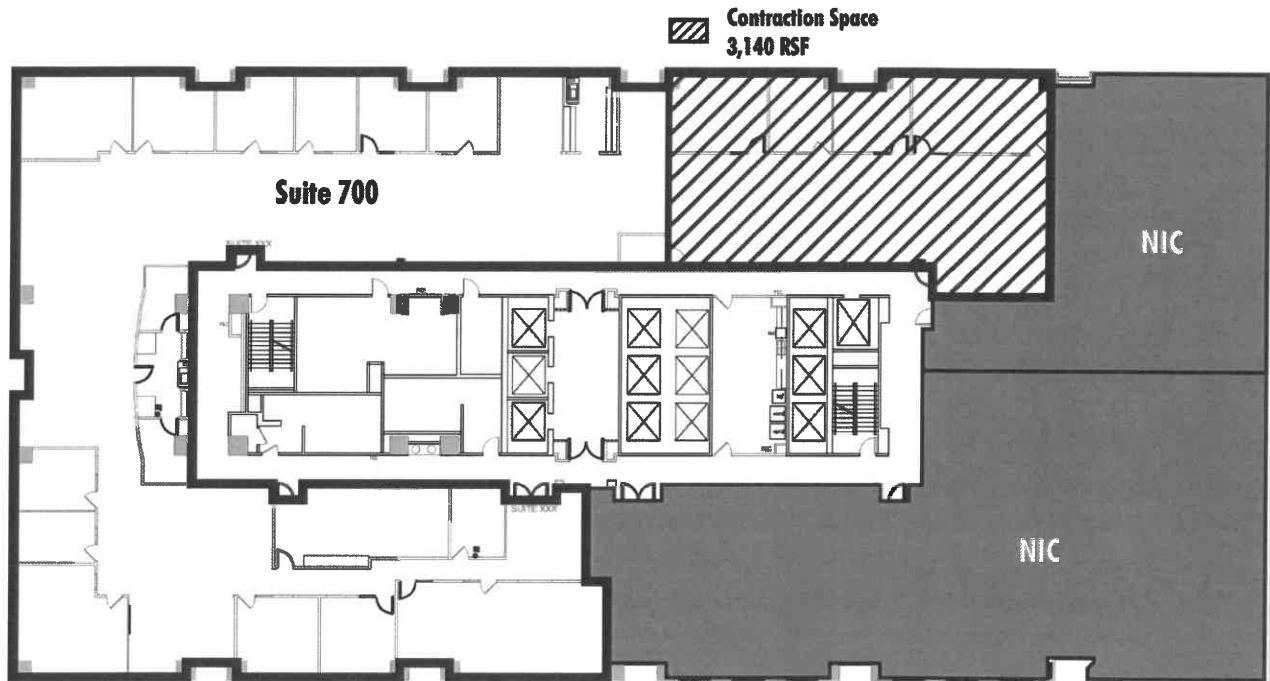
[CORPORATE SEAL]

Date Executed: 07/31/2020

*Must be the President, any Vice President, or Chief Executive Officer

EXHIBIT "A"
CONTRACTION SPACE

**SEVENTH
FLOOR**



CORPORATE RESOLUTIONS

The undersigned officer of CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC., a Florida non-profit corporation (the "**Corporation**"), hereby certifies that the following is a true and correct copy of Resolutions adopted at a duly called meeting of the Board of Directors of the Corporation held on July 30, 2020, at which a quorum of Directors were present and voting throughout:

"BE IT RESOLVED that this Corporation enter into a First Amendment to Lease Agreement with SWVP ORLANDO OFFICE LLC, a Delaware limited liability company ("**Landlord**") for space in 390 North Orange, 390 N. Orange Avenue, Orlando, Florida 32801.

BE IT FURTHER RESOLVED that the President or any other officer of this Corporation, acting singly or together, be and hereby is and are authorized and directed to negotiate the specific terms and conditions of the Amendment and the Rent and charges in connection therewith and to execute and deliver on behalf of this Corporation the Amendment, security agreements, financing statements, certificates, estoppels, subordination, attornment, and non-disturbance agreements, and such other documents as may be necessary or required by Landlord with respect to the Amendment.

BE IT FURTHER RESOLVED, that the foregoing Resolutions are in conformity with the Articles of Incorporation and the By-Laws of the Corporation, and are within its corporate powers. The authority given under these Resolutions shall be deemed retroactive to the extent necessary or convenient for the full effectuation of these Resolutions. In such event, all acts performed prior to the adoption of these Resolutions, but which are necessary or convenient for the full effectuation of these Resolutions, are hereby ratified, adopted, and affirmed. The authority conferred by these Resolutions shall continue in full force and effect until actual written notice of revocation of these Resolutions shall have been received by the Landlord."

I FURTHER CERTIFY (i) that the above Resolutions were duly and regularly enacted at a meeting of the Board of Directors called for that purpose and held in accordance with the Articles of Incorporation and By-Laws of the Corporation and the statutes of the State of Florida; (ii) that the Directors of the Corporation have full power and authority to bind the Corporation pursuant thereto; and (iii) that the Resolutions are in full force and effect and have not been altered, modified, or rescinded in any way.

IN WITNESS WHEREOF, I have affixed my name as President & CEO of the Corporation, and have affixed the seal of the Corporation this 31 day of July, 2020.