

SECOND AMENDMENT TO LEASE AGREEMENT

The parties to this Second 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 not-for-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 Landlord and Tenant entered into that certain First Amendment to Lease Agreement dated August 3, 2020 (“**First Amendment**”), which, among other things, extended the Term.

1.4 The parties have now agreed to reduce the Premises, further extend the Term, 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 Address for Payments.**

If by check, mail to:
SWVP ORLANDO OFFICE LLC
P.O. Box 200953
Dallas, TX 75320-0953

or courier to:
SWVP ORLANDO OFFICE LLC
Lockbox Services 200953
SWVP Orlando Office LLC
2975 Regent Blvd, Suite 100
Irving, TX 75063

if by wire transfer or ACH:
Wells Fargo Bank, N.A. San Francisco, California
ABA#: 121000248
Account#: 4800143091
Account Name: SWVP Orlando Office LLC
Loan #: 31-0962900

4. **Term.** Effective January 1, 2026, Paragraph 6 of the First Amendment is hereby deleted in its entirety and replaced as follows:

The Term the Lease is extended for an additional sixty-nine (69) calendar months, commencing on January 1, 2026, and expiring on September 30, 2031.

5. **Reduction of Premises.**

5.1 On or before December 31, 2025, Tenant shall surrender vacant broom-clean possession of that portion of the Premises as depicted in **Exhibit "A"** to this Amendment (the "**Giveback Space**") to Landlord and remove all of Tenant's personal property and furniture. Effective on the later to occur of (i) December 31, 2025, or (ii) the date Tenant surrenders vacant possession of the Giveback Space to Landlord (the "**Deletion Date**") the Premises shall be reduced by deleting the Giveback Space from the Premises and thereafter the Premises shall consist of 7,026 rentable square feet only (the "**Remaining Space**"). The Rentable Area of the Remaining Space is conclusively deemed for all purposes under this Amendment and the Lease to be 7,026 square feet. This square footage includes an add-on factor for Common Areas in the Building and has been agreed upon by the parties as final and correct and is not subject to challenge or dispute by either party. From and after the Deletion Date, whenever the term Premises is used in the Lease or this Amendment it shall include only the Remaining Space.

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

5.3 Tenant shall accept possession of the Remaining Space in its then "as is," "where is," and "with all faults" condition and without any warranty, express or implied, or representation as to fitness or suitability.

5.4 Landlord shall be responsible for all demising costs, including the installation of the 2nd entrance door for the Premises as shown Exhibit "A". Tenant will be responsible for painting their side of new demising wall. The location of the 2nd entrance will be subject to code and Landlord approval as depicted by Exhibit "A". All finishes and materials will be Building standard.

5.5 On and after the Deletion Date, Tenant's parking rights and any other rights of Tenant under the Lease determined on a square foot basis shall be proportionately reduced to reflect the reduced Rentable Area of the Premises resulting from the deletion of the Giveback Space, unless otherwise specified in this Amendment. All other provisions of the Lease shall be deemed to be appropriately modified concerning the Remaining Space. Otherwise, the Remaining Space shall continue to be leased under all the applicable terms, covenants, and conditions of the Lease.

5.6 If Tenant fails to vacate the Giveback Space by December 31, 2025, Landlord shall have the remedies for a hold over provided in the Lease or by law.

6. **Base Rent.** Effective January 1, 2026, Paragraph 7 of the First Amendment is hereby deleted in its entirety and replaced as follows:

The Base Rent shall be:

Period	Rate P/S/F Per Annum	Monthly Base Rent
1/1/26 – 12/31/26	\$34.00*	\$19,907.00*
1/1/27 – 12/31/27	\$35.02	\$20,504.21
1/1/28 – 12/31/28	\$36.07	\$21,118.99
1/1/29 – 12/31/29	\$37.15	\$21,751.33
1/1/30 – 12/31/30	\$38.26	\$22,401.23
1/1/31 – 9/30/31	\$39.41	\$23,074.56

* "**Rent Credit Period**" shall mean the two calendar months of January 2029 and January 2030 (also known as "**Abated Base Rent**"). Provided that Tenant is not in default of the Lease beyond any applicable grace or cure 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 Rent Credit Period, which credit shall be applied to the installments of Base Rent due for those months.

In addition, Landlord will provide an additional Rent credit of \$35,130.00 to be applied to Base Rent due January 1, 2026. If the Lease is terminated as a result of a default by Tenant, then in addition to all other damages and remedies herein provided, Landlord shall be entitled to recover the entire dollar amount of such Rent credits previously granted to Tenant.

Base Rent amounts shown above do not include applicable sales tax (if any).

7. **Pro-rata Share.** Effective January 1, 2026, Tenant's Pro-rata Share shall be 1.64%.

8. **Base Year.** Effective January 1, 2026, the Base Year shall mean calendar year 2026.

9. **Parking Spaces.** Effective August 1, 2026, Tenant shall be entitled to use a total of forty (40) unreserved spaces in the Building parking facility at \$125.00 per space, per month, plus applicable sales tax, and one (1) reserved space at the rate of \$175.00 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. Notwithstanding the foregoing, Landlord may recapture up to 18 spaces upon 60 days' prior written notice to Tenant.

10. **Option to Extend.** Tenant shall continue to have the option to extend the Lease Term for an additional period of sixty (60) months, on the same terms and conditions as provided in Section 12 of the First Amendment.

11. **Security Deposit.** Tenant's existing Security Deposit shall remain unchanged on and after the Date of this Amendment.

12. **Option to Terminate.** This section replaces Exhibit II, Termination Option, to the original Lease. Tenant shall have the following option to terminate this Lease early:

12.1 **Grant of Termination Option.** So long as no Default exists either at the time of notification to Landlord of Tenant's election to exercise the option set forth herein, or on the effective date of the termination, as defined below, and no event of monetary Default has occurred which remains uncured during the twelve (12) month period preceding Tenant's election to exercise the option set forth here, Tenant is hereby granted the option of terminating the Lease early (the "**Termination Option**"), defined below. If Tenant elects to exercise the Termination Option, Tenant must do so in strict compliance with the terms and conditions set forth herein.

12.2 **Exercise of Termination Option.** In order to exercise the Termination Option, Tenant must timely deliver the "Termination Notice," and timely pay "Landlord's Costs," to Landlord as provided below:

(a) **Termination Notice.** If Tenant elects to exercise the Termination Option, Tenant shall do so by delivering (i) written notice of such election to Landlord in compliance with the Notices provision of the Lease (the "Termination Notice"), (ii) written documentation satisfactory to Landlord certifying that Tenant's board of directors has resolved to exercise the Termination Option, in good faith, due to a material and significant decrease of the total funding amount allocated to Tenant by Tenant's funding source(s) for Tenant's operations for the calendar year in which the Termination Notice is delivered by Tenant to Landlord (the "Documentation"), and (iii) Landlord's Costs, by no later than twelve (12) months prior to the date designated by Tenant in the Termination Notice as the effective date of the termination (the "**Termination Date**"). The Termination Date may only be on or after *July 31, 2029*. Tenant understands, acknowledges and agrees that upon Landlord's receipt of the Termination Notice and the Documentation, the Right of First Offer set forth in Exhibit I of the Lease shall immediately be deleted, null and void.

(b) **Landlord's Costs.** In the event that Tenant elects to exercise the Termination Option, Tenant shall pay to Landlord within thirty (30) days of Tenant's delivery to Landlord of the Termination Notice, the unamortized portion of "Landlord's Costs" which shall collectively consist of: *Landlord's improvement costs arising from demising the Remaining Space, Abated Base Rent (to the extent Tenant has been credited with any Abated Base Rent), and leasing commissions that will be paid by Landlord to Tenant's Broker and Landlord's Broker, and Landlord's attorneys' fees with respect to this Amendment (not to exceed \$2,000).* The entire amount of Landlord's Costs will be amortized by Landlord over the extended 69 month Term commencing January 1, 2026 at the annual interest rate of eight percent (8%), compounded monthly. There shall be added to Landlord's Costs the cost of any improvement allowance or other concessions, and any leasing commissions, paid or incurred by Landlord in connection with any expansion of the Premises requested by Tenant (collectively, "**Expansion Costs**"); the entire amount of the Expansion Costs shall be amortized over the remaining Term existing as of the effective date of such expansion

at the annual interest rate of eight percent (8%), compounded monthly. So long as the Termination Option is not exercised by Tenant (and, as addressed elsewhere in this Lease, so long no monetary Default occurs which remains uncured during the initial Term of this Lease), the principal amount of the Landlord's Costs shall be reduced each month by the amount amortized for such month, and no portion of Landlord's Costs shall be due from Tenant to Landlord. However, in the event that Tenant elects to exercise the Termination Option, then Tenant shall pay to Landlord contemporaneously with the Termination Notice, the outstanding principal balance of the Landlord's Costs, calculated as of the Termination Date. Tenant shall not be entitled to a refund of any portion of the Landlord's Costs, regardless of whether Landlord leases all or any portion of the Premises to a third party, at any time after receipt of the Termination Notice.

Within sixty (60) days of the Date of this Amendment, the Landlord will provide a schedule of the Landlord's demising costs.

If Tenant fails to deliver the Termination Notice to Landlord within the time permitted hereunder, or fails to deliver Landlord's Costs to Landlord within the time required hereunder, or if Tenant does not effectively exercise the Termination Option in accordance with the terms hereof, or if all the terms and conditions set forth above for exercise of the Termination Option are not entirely satisfied, then (a) this Lease shall continue beyond the Termination Date, and Tenant shall continue to be bound by the terms of the Lease as if the Termination Option had not been exercised; and (b) Landlord's Costs, or portion thereof, paid by Tenant, if any, shall be returned to Tenant (unless an event of monetary Default which remains uncured then exists under the Lease, in which case Landlord may apply Landlord's Costs, or portion thereof, paid by Tenant toward the amount then due under the Lease and return the balance, if any, to Tenant).

12.3 Effect of Exercise of Termination Option. IF Tenant exercises the Termination Option in accordance with the terms hereof: (a) Tenant shall be fully liable for the payment to Landlord of all Rent and other charges owed under the Lease which shall become due through and including the Termination Date, and for the prompt and complete performance of all terms and conditions of the Lease, through and including the Termination Date; (b) Tenant shall surrender the Premises to Landlord in accordance with the terms of the Lease no later than the Termination Date; (c) if Tenant shall remain in possession of the Premises beyond the Termination Date, then Tenant shall be a tenant holding over as provided in the Lease; and (d) all obligations of the parties which would survive the expiration of the Lease shall also survive the early termination of the Lease.

12.4 Termination Option Personal to Tenant. The Termination Option set forth herein is not transferable. The parties hereto acknowledge and agree that they intend that the Termination Option shall be "personal" to Tenant, and that in no event shall any assignee or subtenant of Tenant have any right to exercise the Termination Option set forth herein, notwithstanding any prior approval by Landlord of the assignment of this Lease or the subletting of the Premises.

12.5 Notwithstanding anything to the contrary, any Abated Base Rent provided during the Term shall apply specifically to January 2029 and January 2030 (as set forth above in Section 6) and shall not reduce the Termination payment amount due under this early Termination Option.

13. Broker. Landlord and Tenant each represent and warrant that they have neither consulted nor negotiated with any broker regarding the Premises, except CBRE, Inc. ("**Landlord's Broker**") and Swan Capital Advisors, Inc. d/b/a Swan Commercial Advisors ("**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. The terms of this section shall survive the expiration or earlier termination of the Lease.

14. Tenant's Representations. Tenant represents and warrants as follows: (i) Tenant is duly organized, validly existing, and in good standing under the laws of the State in which it was formed and is duly qualified to transact business in the State in which the Premises are located; (ii) Tenant has full power to execute, deliver, and perform its obligations under the Lease; (iii) the execution and delivery of this Amendment, and the performance by Tenant of its obligations under this Amendment, have been duly authorized by all necessary action of Tenant, and do not contravene or conflict with any provisions of Tenant's Articles of Incorporation and the By-Laws, or any other agreement binding on Tenant; (iv) the individual executing this Amendment on behalf of Tenant has full authority to do so; and (v) Tenant's financial statements and the information

describing Tenants' business and background previously furnished to Landlord were true and correct at the time given in all material respects and there have been no adverse material changes to the information subsequent to the date given.

15. **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.

16. **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. This transaction may be conducted, and this Amendment may be delivered, by electronic means, and Landlord and Tenant will be bound by the signatures (whether original, electronic, or faxed) contained in this Amendment. The word or words (a) "including" and "include" and similar words will not be construed restrictively to limit or exclude other items not listed; (b) "or" is used in the inclusive sense of "and/or"; the word "any" means "any and all"; (c) "will" and "shall" are intended to express mandatory actions and may be used interchangeably with no difference of meaning or intent for purposes of the Lease; (d) "good faith" means "honesty in fact" as such phrase is used in the Uniform Commercial Code, as adopted in the State of Florida as of the Date of this Amendment; (e) "commercially reasonable efforts" will not include any obligation to institute or threaten legal proceedings, to declare or threaten to declare any person in default, to incur any liabilities, to expend any monies (other than customary telephone, printing, copying, delivery, and similar expenses), or to cause any other person to do any of the foregoing; and (f) the two words in each of the following pairs of words (whether used in the singular or the plural) will be deemed to have the same meanings, which will encompass any meaning attributable to either word: "approval" and "consent"; "breach" and "default"; "cost" and "expense"; and "true" and "correct". Except as otherwise provided in the Lease, any approval or consent to be given by a party under the Lease must be in writing (which may be by email) to be effective and may not be unreasonably withheld, conditioned, or delayed or charged for. If under the Lease a consent or approval may be given in the sole discretion of a party that will mean that the approval or consent may be given or withheld in the sole and absolute discretion of such party, for any reason or no reason. 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 it 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.

17. **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.

[SIGNATURES ON NEXT PAGE]

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

LANDLORD:

SWVP ORLANDO OFFICE LLC, a Delaware limited liability company

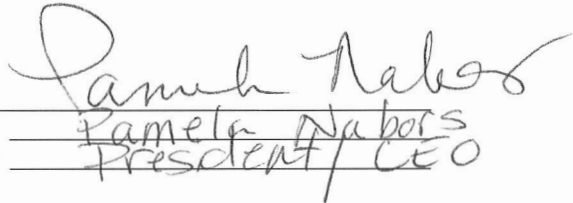


By: _____
Name: Mark Schlossberg
Title: Authorized Representative

Date Executed: 6/24/2025

TENANT:

CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC., a Florida not-for-profit corporation



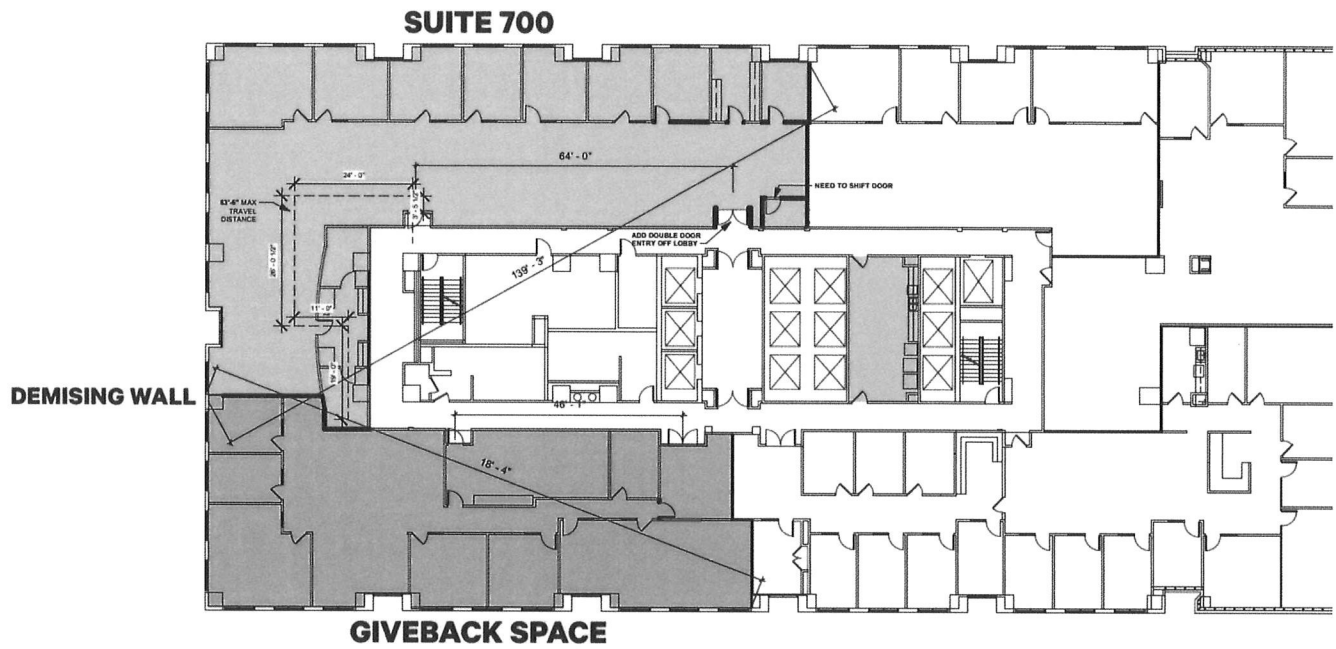
By: _____
Name: Pamela Nabors
Title*: President/CEO

Date Executed: 6/23/25

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

EXHIBIT "A"

GIVEBACK SPACE



CORPORATE RESOLUTIONS

The undersigned officer of CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC., a Florida not-for-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 June 12, 2025, at which a quorum of Directors were present and voting throughout:

"BE IT RESOLVED that this Corporation enter into a Second Amendment to Lease Agreement with SWVP ORLANDO OFFICE LLC, a Delaware limited liability company ("**Landlord**") for space in 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 23 day of June, 2025.

Pamela Nabors