

THIRD AMENDMENT AND EXTENSION TO IMPOWER, INC. LEASE AGREEMENT

THIS THIRD AMENDMENT AND EXTENSION TO LEASE AGREEMENT is made and entered into this ____ day of _____, 2026 (“Third Amendment”), and is to that certain original Lease Agreement made and entered into on the 24th day of March, 2020, as amended on July 28, 2020 and January 23, 2024, and renewed on January 25, 2022 and January 23, 2024, by and between **IMPOWER, INC.**, whose address is 2290 N. Ronald Reagan Boulevard, Suite 116, Longwood, Florida 32750, in this Third Amendment referred to as “TENANT,” 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 Third Amendment referred to as “LANDLORD.”

WITNESSETH:

WHEREAS, LANDLORD and TENANT entered into the above referenced original Lease Agreement on March 24, 2020, as amended on July 28, 2020, and January 23, 2024, and renewed on January 25, 2022 and January 23, 2024; and

WHEREAS, the original Lease Agreement, as amended and extended, commenced on March 24, 2020 and will terminate on April 12, 2026; and

WHEREAS, the parties desire to extend the original Lease Agreement for twenty (20) years beyond the termination date of April 12, 2026; and

WHEREAS, the extended term shall begin April 13, 2026, and continue through April 12, 2046, with an additional five (5) year renewal option; and

WHEREAS, the additional five (5) year renewal option, if agreed to by the parties, shall commence on April 13, 2046 and shall continue through April 12, 2051.

WHEREAS, the parties desire to amend Section 5 of the original Lease Agreement to include TENANT's requirement to apply for grant funds for alterations at the Leased Premises if TENANT is otherwise unable to fund the alterations; and

WHEREAS, the parties desire to amend Section 8 of the original Lease Agreement to include TENANT's requirement to apply for grant funds for necessary maintenance and repairs at the Leased Premises if TENANT is otherwise unable to fund the necessary maintenance and repairs; and

WHEREAS, the parties desire to amend Section 12 of the original Lease Agreement to include TENANT's requirement to apply for grant funds for necessary maintenance and repairs at the Leased Premises if TENANT is otherwise unable to fund the necessary maintenance and repairs; and

WHEREAS, the parties desire to amend Section 11 of the original Lease Agreement to include a Waiver of Subrogation provision therein; and

WHEREAS, the parties desire to update the Landlord's address; and

WHEREAS, Section 21 of the original Lease Agreement provides that no amendments or modifications of the original Lease Agreement will be valid or binding unless expressed in writing and executed by the parties;

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

1. The original Lease Agreement is hereby extended twenty (20) years from April 13, 2026 to April 12, 2046. In addition, the original Lease Agreement shall also have an additional option to renew for five (5) years from the date of April 13, 2046 until April 12, 2051.

2. Section 5 of the original Lease Agreement, titled Handicapped Standards and Alterations, is hereby deleted and replaced with the following:

Section 5. Handicapped Standards and Alterations

- (a) TENANT agrees that the Leased Premises now conforms, or that prior to TENANT's occupancy, TENANT, at its expense, shall bring the Leased Premises into conformance with the requirements of the Florida Americans with Disabilities Accessibility Implementation Act, Chapter 553, Part II, Florida Statutes, providing requirements for persons with disabilities, and with the requirements of the Americans with Disabilities Act of 1990, Public Law the 101-336, enacted July 26, 1990, and as subsequently amended, 42 U.S.C. 12101, et seq., and its implementing regulations, Section 28 C.F.R. Part 35, and 36 C.F.R. Part 1191, as these statutes and regulations may be amended from time to time.
- (b) TENANT will have the right to make any alterations in and to the Leased Premises during the term of this Lease Agreement upon first obtaining the written consent of LANDLORD. LANDLORD shall not unreasonably withhold the consent to any such alteration.
- (c) All alterations to the Leased Premises shall be fully funded by TENANT. LANDLORD is not obligated to fund any alterations to the Leased Premises during the term of this Agreement. If TENANT is unable to fully fund any alterations, it shall seek and apply for any/all available grant funding opportunities. TENANT's failure to obtain grant funds shall not alleviate TENANT's obligations hereunder and LANDLORD shall continue to have no responsibility for any alterations to the Leased Premises during the term of this Lease Agreement.

3. Section 8 of the original Lease Agreement, titled Utilities and Maintenance, is deleted

and replaced with the following:

Section 8. Utilities and Maintenance.

- (a) TENANT shall provide and pay for all utilities, including lights, gas, electrical, current, water, and sewer used anywhere in, on, or about the Leased Premises. TENANT shall pay the charges made by the suppliers of these utilities promptly when due.
- (b) TENANT shall provide all necessary maintenance and repairs for the Leased Premises, both interior and exterior, including HVAC and grounds of the Leased Premises for the duration of this Lease Agreement.
- (c) TENANT acknowledges that LANDLORD is not obligated to fund any maintenance or repairs to the Leased Premises. If TENANT is unable to

fund the costs of the necessary repairs and maintenance to the Leased Premises, pursuant to its responsibilities under Paragraph 8, TENANT shall seek and apply for grant funding opportunities for completion of the repairs and maintenance. The failure of TENANT to obtain grant funds shall not alleviate TENANT's obligations to maintain and repair the Leased Premises.

4. Section 12 of the original Lease Agreement, titled Maintenance and Repairs, is deleted and replaced with the following:

Section 12. Maintenance and Repairs

- (a) TENANT shall provide for interior and exterior maintenance and repairs in accordance with generally accepted good practices, including repainting, HVAC repair and maintenance, the replacement of worn or damaged floor covering. During the term of this Lease Agreement, TENANT shall keep the interior and exterior of the Leased Premises in as good a state of repair as it is at the time of commencement of this Lease Agreement, reasonable wear and tear excepted.
- (b) TENANT shall maintain and keep in repair the exterior of the Leased Premises during the term of this Lease Agreement. TENANT will also be responsible for the replacement of all doors and windows broken or damaged, including painting, in the Leased Premises.
- (c) TENANT shall maintain the interior and exterior of the Leased Premises, including grounds and parking area, in conformity with all applicable health and safety laws, ordinances, and codes that are presently in effect and that may subsequently be enacted during the term of this Lease Agreement and any renewal terms.
- (d) LANDLORD shall furnish pest control services for the Leased Premises during the term of this Lease Agreement.
- (e) TENANT acknowledges that LANDLORD is not obligated to fund any maintenance or repair to the Leased Premises. If TENANT is unable to fund the costs of the necessary repairs and maintenance to the Leased Premises, pursuant to its responsibilities under Paragraph 12, TENANT shall seek and apply for grant opportunities for completion of the repairs and maintenance. The failure of TENANT to obtain grant funds shall not alleviate TENANT's obligations to maintain and repair the Leased Premises.

5. Section 22 of the original Lease Agreement, titled Notices, is deleted and replaced with the following:

Section 22. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested and sent to the following:

For LANDLORD:

Seminole County Real Estate Division
Contracts and Leasing Coordinator
1101 E. 1st Street
Sanford, Florida 32771

For TENANT:

Impower, Inc.
2290 N. Ronald Regan Boulevard, Suite 116
Longwood, Florida 32750

6. Section 11 of the original Lease Agreement, titled Insurance, is deleted and replaced with the following:

Section 11. Insurance

(a) General. TENANT shall procure and maintain insurance required under this Section at TENANT's own cost.

(1) TENANT shall provide LANDLORD with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must clearly identify this Lease Agreement on the Certificate's face.** LANDLORD, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy

provides for a blanket additional insured coverage, TENANT shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that LANDLORD will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to LANDLORD. Until such time as the insurance is no longer required to be maintained by TENANT, TENANT shall provide LANDLORD with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by LANDLORD, TENANT shall provide LANDLORD with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by LANDLORD nor failure to disapprove the insurance provided by TENANT will relieve TENANT of its full responsibility for performance of any obligation, including its indemnification of LANDLORD, under this Lease Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Lease Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation.

Alternatively, policies required by this Lease Agreement for Workers' Compensation/Employers' Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Lease Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the TENANT shall immediately notify LANDLORD as soon as TENANT has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Lease Agreement. Until such time as TENANT has replaced the unacceptable insurer with an insurer acceptable to LANDLORD, TENANT will be deemed to be in default of this Lease Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of TENANT, TENANT shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at TENANT's sole expense. Except as otherwise specified in this Lease Agreement, the insurance will become effective upon execution of this Lease Agreement by TENANT and must be maintained in force until the expiration of this Lease Agreement's term or the expiration of all Orders issued under this Lease Agreement, whichever comes last. Failure by TENANT to maintain this required insurance coverage within the stated period will constitute a material breach of this Lease Agreement, for which LANDLORD may immediately terminate this Lease Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) TENANT's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. TENANT is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both TENANT and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$500,000.00 (Each Accident)
\$500,000.00 (Disease-Policy Limit)
\$500,000.00 (Disease-Each Employee)

(2) Commercial General Liability.

(A) TENANT's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) TENANT shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. TENANT shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) TENANT's insurance must cover TENANT for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by TENANT. In the event TENANT does not own automobiles, TENANT shall maintain coverage for hired and non-owned auto liability for autos used by TENANT, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by TENANT must be per-accident combined single limit for bodily injury liability and property damage liability.

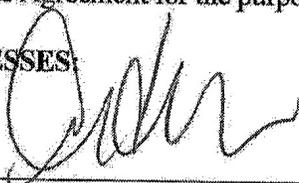
(C) The minimum amount of coverage under the Business Auto

use coercion or labor or services. In accordance with said Florida Statutes, a Human Trafficking Affidavit is attached hereto as Exhibit 'A' for execution by TENANT or its designated agent.

8. Except as modified by this Third Amendment, all terms and conditions of the original Lease Agreement, as previously amended and renewed, will remain in full force and effect for the term of the Lease Agreement as extended.

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

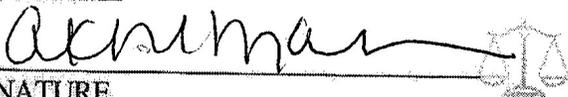
WITNESSES:



SIGNATURE

STEVO KESIC

PRINT NAME

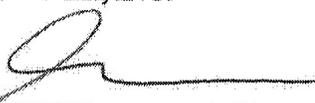


SIGNATURE

Amy Kryszewski

PRINT NAME

IMPOWER, INC.



ANNA KESIC, CEO

[Balance of this page intentionally blank; signatory page continues.]

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
ANDRIA HERR, Chairman

Date: _____

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____,
2026, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AFL\sfa
03/03/2026

T:\Users\alanius\Leases\13115\Impower Inc. Third Amendment rev1.docx



Exhibit 'A' - Human Trafficking Affidavit

EXHIBIT A

HUMAN TRAFFICKING AFFIDAVIT

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of IMPOWER ("Nongovernmental Entity") and authorized to provide this affidavit on its behalf.
3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.
4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

[Signature]
Signature

3/5/26
Date

Anna M Kesic, Pres/CEO
Print Name, Title

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5 day of March, 2026, by Anna Kesic, as CEO - IMPOWER, on behalf of the Nongovernmental Entity. They are personally known to me or have produced as identification.

[Signature]
Notary Public Signature
Print, Type or Stamp Name of Notary: _____
My commission expires: _____

(Affix Notary Stamp or Seal)



AMY KRYSZAN
Notary Public
State of Florida
Comm# HH359710
Expires 2/8/2027