

Amendment to Lease Dated December 31, 2010

between

295 Barnes Blvd. LLC (LESSOR)

And

BREVARD WORKFORCE DEVELOPMENT BOARD, INC. (CLIENT)

This **Third Amendment** to Lease dated December 31, 2010 ("**AMENDMENT**"), is made by and between 295 Barnes Blvd. LLC ("**LESSOR**") and BREVARD WORKFORCE DEVELOPMENT BOARD, INC., a Florida not-for-profit corporation DBA CareeSource Brevard ("**CLIENT**") with reference to the following recitals.

WITNESSETH

WHEREAS, LESSOR'S predecessor entered into a Lease with CLIENT dated December 31, 2010, (hereinafter collectively referred to as "Lease"), at 295/297 Barnes Blvd., Rockledge, FL 32955 pursuant to which CLIENT leases from LESSOR approximately 27,492 rentable square feet of space (hereinafter referred to as "Leased Premises");

WHEREAS, LESSOR and CLIENT wish to amended certain provisions of the Lease as described in this Amendment Three ; and

WHEREAS, LESSOR and CLIENT agree that all conditions of the Lease Dated December 31, 2010 remain "as is" unless addressed in Amendments, One, Two and Three; and

WHEREAS, LESSOR and CLIENT agrees that the LESSOR wishes to exercise Option 2 for an additional five (5) year lease; and

NOW THEREFORE, in consideration of the mutual covenants set forth below and other valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto agree to the following:

1. ARTICLE 1, Section 1.7, OPTION TO RENEW, is modified as follows:

OPTION TO RENEW: Conditioned that CLIENT is not in default of its Lease, CLIENT shall have two (2) options to renew the Lease for a total period of eight (8) additional years. Option 1 shall be for a period three (3) years. Option 2 shall be for a period of five (5) years. CLIENT must provide the LESSOR with a minimum of one hundred twenty (120) days prior written notice of its intent to exercise the option.

2. ARTICLE 1, Section 1.12, BASE RENTAL ADJUSTMENT, is hereby modified to the following:

Option 2			
BASE YEAR	DATE	BASE RENT	
		Annually	Monthly
Year 9	03/01/19 – 02/28/20	\$302,423.16	\$18,328.68
Year 10	03/01/20 – 02/28/21	\$302,423.16	\$18,328.68
Year 11	03/01/21 – 02/28/22	\$302,423.16	\$18,328.68
Year 12	03/01/22 – 02/28/23	\$309,296.28	\$18,901.44
Year 13	03/01/23 – 02/28/24	\$316,169.52	\$19,474.21

3. ARTICLE 1, Section 1.13, ADDITIONAL RENT, is hereby modified to the following:

ADDITIONAL RENT: Estimated Basic Operating Expenses for the first year of lease term equals **\$3.00 per square foot** payable in monthly installments of **\$6,873.25** plus applicable Florida and County sales tax of 7.0%, if applicable. In the event the Property is exempt from Property Taxes based upon CLIENT'S tax exempt status, the Basic Operating Expenses shall be reduced by the amount of the taxes which are no longer applicable to the Property. CLIENT shall occupy one hundred percent (100%) of the Leased Premises and shall be responsible for one hundred percent (100%) of the Basic Operating Expenses. As set forth in Section 4.1 below, CLIENT shall be solely responsible for obtaining all utilities for the Leased Premises and all such utilities shall be billed by the applicable service provider directly to CLIENT. CLIENT shall promptly pay all utility bills directly to the applicable service provider.

4. This Amendment is effective October 1, 2018, regardless of the date of signatures.

5. Except as herein expressly modified, all of the provisions of the Lease, as amended, are hereby ratified and confirmed.

6. The parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

LESSOR:

295 Barnes Blvd., LLC
c/o Executive MGT LLC
525 Lee Road
Rochester, NY 14606

By: *Joann Gardner* Date: 11/10/19
Printed name /title:
Joann Gardner, Director of Finance

CLIENT:

Brevard Workforce Development Board, Inc.
297 Barnes Blvd.
Rockledge, FL 32955

By: *Marci Murphy* Date: 1/7/19
Marci Murphy, President