THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (Amendment) is made as of August 29 2017, by and between JOSEPH V. FISHER, L.L.C., a Florida limited liability company (LANDLORD), and WORKFORCE DEVELOPMENT BOARD OF FLAGLER AND VOLUSIA COUNTIES INC. DBA CareerSource Flagler Volusia (TENANT).

Recitals

WHEREAS, Landlord and Tenant previously entered into that certain Lease dated October 19th, 1999 with a commencement date of November 1, 1999 expiring February 28, 2005, extended by Option beginning March 1, 2005 and expiring February 28, 2010, then extended by First Amendment beginning March 1, 2010 and expiring March 1, 2015, further extended by Second Amendment with a current expiration date of March 1, 2020, as the same may be amended (the "Lease") leasing unto Tenant certain premises approximately 9,624 square feet commonly known as 349 – 359 Bill France Boulevard Daytona Beach, Florida (the "Premises).

WHEREAS, the Tenant, due to funding cuts to Tenant from the state of Florida, Landlord and Tenant desire to reduce the square feet of the Premises and to amend the terms of the Lease as hereinafter provided.

NOW, THEREFORE, for and in consideration of the Lease, this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby agree as follows:

- 1. The above recitals are hereby incorporated as a material part of this Amendment with the same force and effect as if restated in full in this paragraph.
- 2. All terms used in this Amendment which are defined in the Lease shall have the same meaning in this Amendment as such terms have in the Lease, as amended herein.
- 3. As of September 1, 2017 (the "Reduction Date"), Tenant shall surrender to Landlord that portion of the Premises consisting of approximately 3,057 square feet which is depicted on the attached Exhibit A as Unit 359-A (the "Surrender Space") attached hereto. As of the Reduction Date the Tenant shall retain that portion of the Premises consisting of approximately 6,567 square feet as depicted on Exhibit A as Unit 359-B (the retained "Premises") attached hereto.
- 4. RENT: Commencing on the Reduction Date, the minimum Base Rent for the current term of the Lease shall decrease to \$9.55 per square feet totaling \$62,714.88 per annum (\$5,226.24 monthly).
- 5. UTILITIES: Tenants Pro-Rata Share of water and refuse removal ("Utilities") for the Premises shall be reduced to 13.18%.
- REAL ESTATE TAXES: Tenants Pro-Rata Share of Real Estate Taxes shall be reduced to 7.10%.
- 7. PARKING: Tenants parking ratio for employee spaces will remain at 5.2 to 1 and will be calculated by 6,567 square feet totaling a maximum of thirty four (34) parking spaces for employees.
- 8. HVAC GENERAL MAINTENANCE: Landlord will invoice Tenant for HVAC routine services described as, full service maintenance two (2) times per year per unit, including filter change,

Landlord TM

Tenan W

currently \$70.00 per service; and filter change only, an additional two (2) times per year per unit, currently \$25 per service.

- 9. Except as amended hereby, the Lease remains in full force and effect. All terms, covenants, and conditions of the Lease not expressly modified herein are hereby confirmed and ratified and remain in full force and effect, and, as further amended hereby, constitute valid and binding obligations of Landlord and Tenant enforceable according to the terms thereof. In the event there is a conflict between the terms and provisions of this Amendment and the Lease, the terms and provisions of this Amendment shall control.
- 10. All of the covenants contained in this Amendment, including, but not limited to, all covenants of the Lease as modified hereby, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.
- 11. This amendment may be executed by the exchange of scanned or facsimile signature pages and in any number of counterparts each of which shall be deemed an original but all of which shall constitute one and the same instrument.

LANDLOR	D	
JOSEPH V.	FISHER,	L.L.C.

Its: Manager

8-29-17

Witness

Dated: 8-29-17

Witness: Dunfflu

WORKFORCE DEVELOPMENT BOARD OF FLAGLER AND VOLUSIA COUNTIES INC.

By: Ada Joy Name: ROBINAKING

Dated: 8/29/17

Witness: Lexil

Dated: 8/29/17

Witness

Tenant Jan