

FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AGREEMENT ("Amendment") is made as of July 1, 2024 by and between ORANGE CITY SDC, LLC, a Florida limited liability company ("Landlord"), and BREVARD WORKFORCE DEVELOPMENT BOARD, INC., a Florida not-for-profit corporation, dba CareerSource Brevard Flagler Volusia ("Tenant").

Recitals

This Amendment is based upon the following recitals, which are incorporated into and shall form a part of this Amendment.

- A. LANDLORD (as successor in interest to ORANGE CITY MARKETPLACE, LLC) and TENANT (as successor in interest to WORKFORCE DEVELOPMENT BOARD OF FLAGLER AND VOLUSIA COUNTIES, INC. ["Prior Tenant"]) are parties to a Lease Agreement dated June 18, 2012, as amended, modified or supplemented by First Amendment to Lease Agreement dated June 25, 2012, and by Second Amendment to Lease Agreement dated September 15, 2017, and by Third Amendment to Lease Agreement dated June 13, 2022 (collectively, the "Lease"), relating to certain premises containing 13,500 square feet located 846 Saxon Blvd. Orange City, Florida (as more particularly described in the Lease, the " Existing Premises").
- B. Landlord and Tenant desire to amend the Lease as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, Landlord and Tenant hereby agree as follows:

1. Assignment and Assumption. Tenant acknowledges that by virtue of that certain Plan of Dissolution of Workforce Development Board of Flagler and Volusia Counties, Inc. dated June 27, 2024, Prior Tenant has assigned to Tenant, and Tenant has assumed, effective as of July 1, 2024, all of rights of the Prior Tenant and all of the liabilities (past, present and future) of the Prior Tenant under the Lease, including, without limitation, the rights to the Security Deposit in the amount of \$12,000.00. In the event by virtue of the dissolution of the Prior Tenant, the Security Deposit is required to be paid to the Prior Tenant, then Tenant shall replenish the Security Deposit upon demand.
2. Landlord's Consent. Tenant acknowledges that Landlord's consent is required for the foregoing assignment and assumption and Tenant has paid to Landlord a fee of \$2,000.00 as required by the Lease. Landlord hereby grants its consent to such assignment and assumption of the rights and obligations of the Prior Tenant in the Lease and the Security Deposit to the Tenant, effective July 1, 2024. Landlord does

not waive any rights to consent to future assignments, whether similar or dissimilar to the assignment from the Prior Tenant to the Tenant, and the provisions of the Lease shall continue to apply to such future assignments.

- 3. Lease Continues. The Lease as amended hereby shall continue in full force and effect in accordance with its terms, and shall run to the benefit of, and shall be binding upon, Landlord and Tenant and their permitted successors and assigns. Tenant acknowledges that as of July 1, 2024, Landlord is not in default under the Lease and Tenant has no accrued rights of offset, setoff, deduction or defenses against Landlord.
- 4. Execution. 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. This Amendment may be executed electronically.

LANDLORD

ORANGE CITY SDC, LLC, a Florida limited liability company

By: 2021 SDC, LLC. a Florida limited liability company, its Member

By: 2021 SDC Manager LLC. a Florida limited liability company, its Member

By: JG RE Corporation, a Florida Corporation, it's Manager


By: 
DocuSigned by:
4E466A7F6B00481...
Name: Jack Glottman

Its: President

Dated: 8/14/2024 | 9:43 PM EDT

TENANT

BREVARD WORKFORCE DEVELOPMENT BOARD, INC.

By: 
Signed by:
CB7F06C413D4441...
Name: Marci Murphy

Its: Executive Director

Dated: 8/14/2024 | 4:46 PM EDT