

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE

SUPPLEMENTAL AGREEMENT  
No. 2

DATE

6/27/08

SUPPLEMENTAL LEASE AGREEMENT

TO LEASE NO.

GS-04B- 47845

ADDRESS OF PREMISES: Global City Center, 149 S. Ridgewood Avenue, Daytona Beach, FL 32114

THIS AGREEMENT, made and entered into this date by and between **Global Market USA LLC**

whose address is: 149 South Ridgewood Avenue  
Daytona Beach, FL 32114

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government;

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective May 15, 2008, as follows:

Paragraph 1 is hereby deleted and replaced as follows: The Lessor hereby leases to the Government the following described premises: A total of 9,245 Rentable Square Feet (RSF) of office and related space, consisting of 7,855 ANSI/BOMA Office Area Square Feet (ABOASF) (there are two separate blocks of space, Block A is 648 ABOASF/763 RSF for the [REDACTED] and Block B is 7,207 ABOASF/8,482 RSF for the [REDACTED]) in an existing building known as Global City Center, 149 S. Ridgewood Avenue, Volusia County, Daytona Beach, FL 32114 (4<sup>th</sup> and 5<sup>th</sup> floors for [REDACTED] and 4th floor for the [REDACTED]), Suite Nos. to be determined.

Paragraph 2 is hereby deleted and replaced as follows: TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on January 18, 2009 through January 17, 2019, subject to termination and renewal rights as may be hereinafter set forth.

Paragraph 3 is hereby deleted and replaced as follows:

TERM	ANNUAL RENT	RATE PER PRSF	RATE PER ABOASF	MONTHLY
01/18/09 - 01/17/14	\$286,225.20	\$30.96	\$36.44	\$23,852.10
01/18/14 - 01/17/19	\$222,527.15	\$24.07	\$28.33	\$18,543.93

Paragraph 4 is hereby deleted and replaced as follows:

4. The Government may terminate this lease, in whole or in part, at any time on or after 1/18/14, by giving the Lessor at least ninety (90) days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the day of mailing.

Continued on page 2 of 2

All other terms and conditions of the lease shall remain in force and effect.

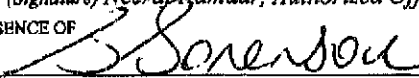
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR Global Market USA LLC

BY

  
(Signature) Neeraj Kamdar, Authorized Official

IN PRESENCE OF

  
(Signature)

(Address)

UNITED STATES OF AMERICA

BY

  
PAMELA MURPHY  
(Signature)

CONTRACTING OFFICER  
GENERAL SERVICES ADMINISTRATION  
(Official Title)

Paragraph 10 is deleted in it's entirety and replaced as follows:

The rent rate in Paragraph 3 above for the period 1/18/09- 1/17/14 includes all Tenant Improvements which are \$34.22 ABOASF, or \$268,798.10 amortized at an interest rate of 8% over 5 years. The T/I will be used to construct the interior space in accordance with the approved Design Intent Drawings (DID's) provided by the Government. If the T/I cost exceeds \$34.22 ABOASF (for up to 7,855 ABOASF divided into 2 blocks of 648 ABOASF (\$22,174.56 T/I) and 7,207 ABOASF (\$246,823.54 T/I) and should be separated for purposes of obtaining T/I bids, the balance due the Lessor, if any, will be paid by rental adjustment, or lump sum, to be determined by the Government. If the entire T/I of \$34.22 ABOASF is not used, the Government will adjust the rental rate downward to off-set the difference in the T/I. The Lessor understands, in lieu of Cost and Pricing Data, each of his sub-contractors shall solicit three (2 bids for work to be completed as a part of the initial tenant alterations. No shell items are to be included. In accordance with the Rate Structure, Attachment '1', the shell cost is established as \$18.92 ABOASF/\$16.07 RSF. In accordance with the Rate Structure, Attachment '1', the amortized portion of the T/I allowance is established as \$8.33 ABOASF / \$7.07 RSF.

Paragraph 12 is hereby deleted in it's entirety and replaced as follows:

In accordance with Paragaraph 3.4 (Tax Adjustment), the percentage of Government Occupancy is established as 23% (based on 40,135 RSF and the Government's occupancy of 9,245 RSF). Percentage of occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection, not to exceed the maximum ABOASF stated in the SFO, and in accordance with GSA Form 3517, GENERAL CLAUSES.

Paragraph 14 is hereby deleted in it's entirety and replaced as follows:

In accordance with Paragraph 3.9 (Common Area Factor), the common area factor (CAF) is established 17.69% rounded to 17.7% based on 9,245 RSF and 7,885 ABOASF.

Paragraph 19 is hereby deleted in it's entirety and replaced as follows:

The amount of [REDACTED] for broker's fee is established based on approx. [REDACTED] of gross Lease amount for years 1-5 based on revised square footage. The amount of [REDACTED] which is [REDACTED] of the [REDACTED] will be deducted from the shell portion of the rent over 3 months until it has been refunded to the Government. The [REDACTED] balance which equates to [REDACTED] is to be paid to the broker as follows: Fifty percent (50%) is due and payable within 30 days of lease award (signing of the lease) and the remaining fifty percent (50%) is payable at lease occupancy to: MGW Realtors, 5080 Old Mountain Trail, Powder Springs, GA 30127. Note: This [REDACTED] reduction does not reflect on page 1 of the SF2; however, it shall be deducted from the monthly rent.

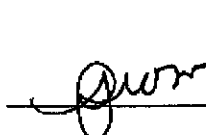
Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment \$23,852.10 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$23,852.10 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment \$23,852.10 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

End of Supplement



Govt. Initials



Lessor's Initials