

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 3	TO LEASE NO. GS-04B-59839	DATE 08/25/10	PAGE 1 of 2
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ADDRESS OF PREMISES
Wachovia Bank Building, 21 E. Garden Street, Pensacola Florida 32502-5675

THIS AGREEMENT, made and entered into this date by and between **Marina Lakes, LLC.**

whose address is 502 Timber Lane
Panama City, FL 32405 — 4433 ^{HP}/_{RM}

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter 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 upon Government execution, as follows:


1. This serves as the official approval for change order number two (2) in the amount not to exceed \$21,273.20. This amount shall include all materials, labor, and overhead, as described further in Lessor's change order proposal, to complete the work to the Government's satisfaction. Upon completion, inspection, and approval of the work by the Government, the amount of \$21,273.20 will be amortized into the Rent. The proposal for change order two (2) is hereby attached and made a part of the lease. Change order two (2) consists of the following


	Description of Work	Cost
Change Order 2	Stairwell finishes 2 nd , 3 rd , 4 th landings	
	50% cost for 3 VAV boxes	
	Rework diffusers for ceiling layout	
	Add 6" base to 13 rooms	
	Install under counter cabinets copy room	
	Core drill add conduit as requested	
	Add outlets in USA office	
Total		\$21,273.20

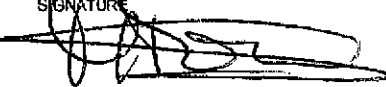
The Tenant Improvement budget is altered to reflect the change order and now totals \$786,637.58. The full amount of \$786,637.58 will be amortized into the rent over the first five (5) years at an interest rate of 9% at a cost of \$6.448 RSF or \$7.323 OASF. The Government may adjust the rental rate to reflect any additional Tenant improvement costs during the course of the project. Any amount above the original tenant allowance of \$979,683.60 or \$9.12 OASF will be paid by rental adjustment or lump sum, to be determined by the Government."

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

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR	
SIGNATURE 	NAME OF SIGNER Robin Magueira
ADDRESS [Redacted]	

IN PRESENCE OF	
SIGNATURE 	NAME OF SIGNER Lissette A. Magueira
[Redacted]	

UNITED STATES OF AMERICA	
SIGNATURE 	NAME OF SIGNER Milagros L. Toro
	OFFICIAL TITLE OF SIGNER GSA Contracting Officer

Paragraph 3 is deleted in its entirety and replaced with:

"3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

<u>TERM</u>	<u>ANNUAL RENT*</u>	<u>RATE Per RSF^{1 and 2}</u>	<u>MONTHLY RENT</u>
05/19/2010-05/18/2015	\$840,602.66	\$27.662	\$70,050.22
05/19/2015-05/18/2020	\$644,651.03	\$21.214	\$53,720.92

* The rent shall be adjusted in accordance with SFO Paragraph 1.11 to reflect actual tenant allowance used.

Note 1. The rate per rentable square foot (RSF) is determined by dividing the total annual rent by the rentable square footage set forth in paragraph 1 above.

Note 2. The rate per BOMA office area square foot (OASF) is determined by dividing the total annual rental by the BOMA office area square footage set forth in Paragraph 1."

Paragraph 19 is deleted in its entirety and replaced with:

"19. In accordance with the SOLICITATION FOR OFFERS 8FL2107, Paragraph 2.4. The Lessor and the Broker have agreed to a SFO cooperating lease commission of [REDACTED] of the firm term value of this leases. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with the lease transaction ("Commission Credit"). The Commission Credit is [REDACTED] per month rounded, for two (2) months of the lease. The Lessor agrees to pay the Commission less the Commission Credit, [REDACTED] to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the Commission agreement and forming a part of this lease.

Notwithstanding Paragraph 3 of the 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 the schedule below for adjusted Monthly Rent:

First Month's Rental Payment \$69,598.65 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent;

Second Month's Rental Payment \$69,598.65 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent;

Payments to be made to:

CB Richard Ellis, Inc.
8270 Greensboro Drive, Suite 620
McLean, VA 22102

[REDACTED] RM
4909