

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT</b>	LEASE AMENDMENT No. 5
	TO LEASE NO. LFL62564 FOR GSA TEMP. SPACE, FL62700 OFL2055
<b>ADDRESS OF PREMISES</b> 430 W. 5th Street, Suite 305, Panama City, FL 32401-6357	PDN Number:

**THIS AMENDMENT** is made and entered into between **Bluewater Property LLC**

whose address is: **430 West 5<sup>th</sup> St, Suite 400  
Panama City FL 32401-6357**

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 good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the contracting officer as follows:

**LEASE TERM:** To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of One (1) year effective August 1, 2014, Six (6) Months Firm subject to termination and renewal rights as may be hereinafter set forth.

**1.01 THE PREMISES (JUN 2012)**

The Premises are described as follows: Temporary space for GSA, Block #2 - Suite 305.

A. Office and Related Space: 4,950 rentable square feet (RSF), yielding 4,208 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 3rd floor(s) and known as Suite 305, of the Building, as depicted on the floor plan attached hereto as Exhibit C.

B. Common Area Factor: The Common Area Factor (CAF) is established as <sup>1.01765</sup> 18 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

Continue on next page:

This Lease Amendment 5 contains 3 pages plus Exhibit A, B, C, D.

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 below date.

FOR THE LESSOR:

Signature: \_\_\_\_\_  
 Name: Chris Hine  
 Title: Managing Partner  
 Entity Name: Bluewater Property LLC  
 Date: 7/29/14

FOR THE GOVERNMENT:

Signature: \_\_\_\_\_  
 Name: Milagros Lemus Toro  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service, Leasing Division  
 Date: 7/30/14

WITNESSED FOR THE LESSOR BY:

Signature: \_\_\_\_\_  
 Name: Karen W. Filcher  
 Title: Assistant  
 Date: 7-29-14

1.03 RENT AND OTHER CONSIDERATION (JUN 2012)

1. A.) The Government shall pay the Lessor annual rent as follows: Per Exhibit B, "Rent table" for a period of One (1) year effective August 1, 2014, Six (6) Months Firm.

From Aug 1, 2014 to July 31, 2015, the total annual rent shall be \$164,340.00 at the rate of \$13,695.00 per month in arrears.

The total annual rent consists of annual shell/base plus annual Operating Costs plus annual Operating Costs adjustments plus estimated real estate taxes.

- a. The above rent includes existing office space plus 10 each existing cubicles.
- b. Includes same brokerage deal as with previous GSA deal (Suite 400) [REDACTED]
- c. Tenant Improvements shall be paid at the beginning of the lease term from reimbursements by [REDACTED] (\$10,000.00)
- d. b. Building Specific Security Costs (NONE)
- e. Parking costs (NONE)

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 4,208 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.—

C. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

D. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

E. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

- 1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
- 2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
- 3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

Commission calculation: [REDACTED] (Monthly rent, shell + OPEX) x 6 (firm term) = [REDACTED] + TI amount (\$10,000.00) = [REDACTED] = [REDACTED] Commission. [REDACTED] = [REDACTED] Commission Credit.

A. The Lessor and Broker representing GSA in connection with this transaction have agreed to a cooperating lease commission of [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the commission will be payable to AmeriVet Real Estate Services Inc. with the remaining [REDACTED] which is the "Commission Credit", to be credited to the shell portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in Shell rent shall commence with the first full month of the rental payments and continue as until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

First Full Month's Rental Payment of \$13,695.00 minus the Commission Credit ([REDACTED]) equals [REDACTED] as the adjusted First Full Month's Rent.

INITIALS: CAH & MT  
LESSOR GOVT

**1.05 TERMINATION RIGHTS (AUG 2011)**

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The Government may terminate this Lease, in whole or in part, at any time and written notice is not required effective after January 31, 2015, by providing not less than 30 days' prior written notice to the Lessor.

The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

**1.07 DOCUMENTS INCORPORATED IN THE LEASE (JUN 2012)**

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The following documents are attached to and made part of the Lease:

Document Name	Exhibit
TICS	A
Rent Table	B
Plans, 4 pages	C
Security Cost	D

**SECTION 7 ADDITIONAL TERMS AND CONDITIONS**

The following clause is added to the lease:

**7.05 TEMPORARY SPACE:**

- a. The Landlord shall provide Temporary Space as depicted in EXHIBIT's A, C, and D for the use of the GSA.
- b. The GSA shall coordinate with the Lessor and the [REDACTED] to obtain Lessors reimbursement for the Tenant Improvement costs of the relocations from the [REDACTED]
- c. The GSA shall coordinate with the Lessor and the [REDACTED] to obtain a schedule of pre-approved and reimbursable costs for the relocation to temporary space and the final relocation to the premises. Landlord shall pay contractors for their services as described in the pre-approved schedule of costs then petition the [REDACTED] for reimbursement for those actual costs incurred.
- d. Lessor shall, provide minor alterations to the building to provide for adequate operation and perimeter security. Alterations shall be agreed upon by Lessor, GSA, and Agency as follows:
  - i. The Lessor shall provide temporary space and install as per office layout plans provided as EXHIBIT A, C, and D.
  - ii. Drops and wiring for (3) dedicated phone lines for communications, faxes, and internet connection, plus a DSL line. Any, and all, additional work including telecommunications, required by [REDACTED] or the GSA to prepare the premises for occupancy shall be borne by the Government;
  - iii. Cleaning and removal of construction materials;
  - iv. Architectural and Permitting fees related to temporary space.

Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of the Agreement conflict with any terms and conditions of the Lease or any previous supplemental lease agreements, the terms and conditions of this Agreement shall control and govern.

END OF LEASE AMENDMENT #5 - SEE EXHIBITS A, B, C, D AS A PART OF THIS AMENDMENT

INITIALS: CWA & MT  
LESSOR GOVT