

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 4	TO LEASE NO. GS-04B-59839	DATE 08/23/10	PAGE 1 of 2
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

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:

**This Supplemental Lease Agreement (SLA) Four is written to approve Change Order three (3), provide the beneficial occupancy date, and reconcile the final tenant improvement budget and rent.**

1. This serves as the official approval for change order number three (3) in the amount not to exceed \$2,231.69. 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 \$2,231.69 will be amortized into the Rent. The proposal for change order three (3) is hereby attached and made a part of the lease. Change order three (3) consists of the following

	Description of Work	Cost
Change Order 3	NE Stairwell finishes 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> landings 2 additional drapery panels Add (1) 2x2 light in breakroom Deduct for building std. lights Transfer duct and grills to outside offices Install and replace signage	\$2,231.69
<b>Total</b>		

The Tenant Improvement budget is altered to reflect the change order and now totals \$788,869.27. The full amount of \$788,869.27 will be amortized into the rent over the first five (5) years at an interest rate of 9% at a cost of \$6.467 RSF or \$7.343 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 Maqueira
ADDRESS 502 Timber Lane Panama City, FL 32405	

**IN PRESENCE OF**

SIGNATURE 	NAME OF SIGNER Lissette A. Maqueira
ADDRESS [Redacted]	

**UNITED STATES OF AMERICA**

SIGNATURE 	NAME OF SIGNER Nilagros L. Toro
	OFFICIAL TITLE OF SIGNER GSA Contracting Officer

**Paragraph 2 is deleted in its entirety and replaced with:**

2. TO HAVE TO HOLD the said premises with their appurtenances for the term beginning on July 16, 2010 to July 15, 2020, subject to termination and renewal rights as may be hereinafter set forth.

**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<sup>1 and 2</sup></u>	<u>MONTHLY RENT</u>
07/16/2010-07/15/2015	\$841,170.23	\$27.681	\$70,097.52
07/16/2015-07/15/2020	\$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 4 is deleted in its entirety and replaced with:**

4. The Government may terminate this lease, in whole or in part, at any time on or after July 15, 2015 by giving the Lessor at least sixty (60) days notice in writing. No rent shall accrue after the effective date of termination. Said notice shall be computer commencing with the day after the day of mailing.

**Paragraph 26 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], [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 \$69,611.28 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent;

Second Month's Rental Payment \$69,611.28 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 22102-4909

INITIALS:  LESSOR  
 GOVT