

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. LFL62554
ADDRESS OF PREMISES 430 W. 5th Street, Suite 300, Panama City, FL 32401-6357	PDN Number:

THIS AGREEMENT, made and entered into this date by and between
Bluewater Property LLC

whose address is: 430 W. 5th Street, 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: To order tenant improvements which exceed the tenant improvement allowance.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective March 18, 2014 as follows:

- 1). This Lease Amendment (LA) No. 2 is your **Notice to Proceed (NTP)** to furnish and install Change orders #1 and #2 as part of the Tenant Improvements. The total cost for the Tenant Improvement was **\$517,254.00** pursuant to lease amendment #1. The cost of Change order #1 - [REDACTED] and Change order #2 - [REDACTED]. Therefore the total cost for the Tenant Improvement Increased to **\$560,061.73** ($\$517,254.00 + [REDACTED] + [REDACTED] = \$560,061.73$). Of the **\$560,061.73** only **\$196,767.00** (TI **\$131,274.00** + BSS **\$65,493.00**) has been amortized into the rent at 6.0% for 120 (One hundred twenty) months. The Government hereby orders the balance of **\$363,294.73**.
- 2). Upon completion, inspection and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of **\$363,294.73**, upon receipt of an original invoice after completion, inspection and acceptance of the space by the Contracting Officer.

This Lease Amendment contains 2 pages.

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: [REDACTED]
Name: CHRIS HINE
Title: MANAGER
Entity Name: BLUEWATER PROPERTY LLC
Date: 4/15/14

FOR THE GOVERNMENT:

Signature: [REDACTED]
Name: [REDACTED]
Title: Lease Contracting Officer
GSA, Public Buildings Service, Leasing DIVISION
Date: 4/16/14

WITNESSED

Signature: [REDACTED]
Name: [REDACTED]
Title: Admin. Asst.
Date: 4/15/14

Invoices shall be submitted to the Greater Southwest Finance Center (with copy to the Contracting Officer) electronically on the Finance website at www.finance.gsa.gov. Lessors who are unable to process the invoices electronically may mail the invoices to the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

US General Services Administration
ATTN: Millie Lemus-Toro,
400 W. Bay Street
Suite 67
Jacksonville, FL 32202

A proper invoice must include the following:

- Invoice date
- Unique invoice number
- Name of the Lessor as shown on the Lease
- Lease contract number, building address and a description, price and quantity of the items delivered
- GSA PDN # _____

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it. The Lessor hereby waives restoration as a result of all improvements.

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.

Attachments;
EXHIBIT A Change Order No.1. pg.1
EXHIBIT B Change Order No.2. pg.1
EXHIBIT C RENT TABLE (1PAGE)

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INITIALS: CAH & MT
LESSOR GOV'T