ASSUMPTION AMENDMENT OF AGREEMENT

THIS ASSUMPTION AND AMENDMENT is made as of February 11, 2011, and hereby by assumes and amends the Contractor's Academy/Equal Business Opportunity Program Agreement, (the EBO Agreement) and executed as of the 14th day of August 2009, between Maritime Park Development Partners, LLC, and Community Maritime Park Associates, Inc. **DIVERSITY PROGRAM ADVISORS, INC., (DPA)** a Florida for-profit Corporation, and **COMMUNITY MARITIME PARK ASSOCIATES, INC.**, a Florida not-for-profit Corporation ("CMPA"), agree as follows:

RECITALS

WHEREAS, under the EBO Agreement, Maritime Park Development Partners, LLC, ("MPDP") had the responsibility, obligation and duty to develop, implement, manage, administer and operate an equal business opportunity program consistent with the CMPA's policy related to the inclusion of minority and female business enterprises in the development, construction, management and operation of the Community Maritime Park Project consistent with the Covenant with the Community A true and accurate copy of the EBO Agreement is attached as Exhibit "A."

WHEREAS, on January 14, 2011, had its contract rescinded as the Master Developer of the Community Maritime Park.

WHEREAS, in December of 2010, MPDP abandoned and otherwise ceased to perform its responsibility, obligations and duty to develop, implement, manage, administer and operate pursuant to the terms and conditions of the EBO Agreement.

WHEREAS, CMPA desires to see that the duties of MPDP under the EBO Agreement are assumed without interruption, and with time being of the essence, and

WHEREAS, DPA and CMPA desire to amend the EBO Agreement in certain respects as more fully outlined below,

NOW THEREFORE, DPA hereby assumes, and CMPA hereby consents to such assumption, the duties of MPDP under the EBO Agreement with the following amendments.

CMPA shall amend the duties being assumed by DPA under the EBO Agreement to implement, manage, administer and operate programs and policies under new terms and conditions of the EBO Agreement as amended herein. DPA and CMPA agree that the EBO Agreement shall be amended as follows ("Amendments"):

A1 Paragraph F under the Recitals section of the EBO Agreement shall be deleted in its entirety and replaced with the following:

F. The CMPA has established the CMPA's EBO Agreement Subcommittee to monitor compliance by the obligator under the EBO Agreement.

A2. Paragraph G under the Recitals section of the EBO Agreement shall be deleted in its entirety and replaced with the following:

G. The CMPA's EBO Subcommittee will be the CMPA's representative for purposes of monitoring compliance with the EBO Agreement, as well as reviewing expenditures, and making recommendations to the CMPA Board of Trustees regarding compliance. The CMPA shall select a Contract Compliance Officer to assist in its oversight of EBO compliance. Said costs for the Contract Compliance Officer shall be paid by the CMPA.

A3. Throughout the entire EBO Agreement any and all references to CAC (except in the amended Paragraph L as shown in A5 below) and/or to Sub-Committee of Contract Compliance shall be deleted and replaced with CMPA/EBO which shall be defined as and refer to the CMPA EBO Agreement Subcommittee.

A4. Throughout the entire EBO Agreement any and all references to MPDP and/or Developer shall be deleted and replaced with EBO Program Manager which shall be defined as and refer to the DPA.

A5. Insert new Paragraph L under the Recitals section of the EBO Agreement which shall read as the following:

L. The EBO Program Manager will establish a Contractor's Advisory Council ("CAC") to act in an advisory role for workforce development and the implementation of the provisions of the Contractor's Academy/Equal Business Opportunity Program outlined in the EBO Agreement and pertaining to the minority and women inclusion goal identified therein. The CAC will be co-chaired by a representative of the Escambia-Pensacola Human Relations Commission and the EBO Program Manager and consist of relevant community and professional organizations including, but not limited to Tri-States Chapter of the National Association of Minority Contractors; Small Business Development Corporation; Hispanic Chamber of Commerce; Other Area Chambers of Commerce; George Stone Technical Center; Locklin Tech; Pensacola Junior College; Workforce EscaRosa; Workforce Development Board of Okaloosa & Walton Counties; Movement for Change; CLI-Disability Center, Gulf Coast African American Chamber of Commerce and other relevant stakeholders (herein collectively referred to as "Program Partners").

A6 Paragraph H under the Recitals section of the EBO Agreement shall be deleted in its entirety and replaced with the following

H. CMPA will provide, to the EBO Program Manager, funding in order establish, administer and implement the Contractor's Academy/Equal Business Opportunity Program In full consideration for the performance of the Services hereunder, and for any rights granted or relinquished by the Assignee under this Agreement, the CMPA shall pay the EBO Program Manager a program management fee (the "Fee") as follows:

1. A $7,500 mobilization expense upon execution with a check made payable to DPA

2. $7,500 payable per month upon submission of an invoice, on or before the 1st day of February and then the 1st day of each subsequent month until terminated as provided herein..

3. This compensation shall not include any subcontractors that the DPA deems necessary for carrying out its duties under the EBO Agreement being assumed. DPA may assume third-party contracts to be assumed under the same terms and conditions as executed with MPDP ("Contracts"). The total compensation for the Contracts (or any new third-party contracts) shall state that the total maximum amount of fees paid to for such Contracts shall not exceed $4,000 per month from February 1, 2011 and continue the end of the term of the EBO Program Manager or termination by the EBO Program Manager pursuant to the terms and conditions of such Contracts. Such Contracts' terms and conditions must be approved by the CMPA. The invoices for such Contracts shall be submitted by DPA to the CMPA and paid under the terms of this Agreement.

4. Payments shall be preceded by an invoice from the EBO Program Manager (to be submitted monthly), which CMPA shall then pay in the ordinary course.

5. This Agreement shall continue month to month, unless terminated as provided herein, through the certification of substantial completion of the Maritime Park, public construction, by Magi, LLC, at which time it shall be deemed to automatically terminated.. CMPA may extend the term of this Agreement and or add additional services to the scope of this Agreement with mutual consent of DPA.

A7. Eligible Project(s) under the Definitions section of the EBO Agreement shall be deleted in its entirety and replaced with the following:

> *Eligible Project(s) shall mean all the bidding, procurement and awarding of all contracts, agreements, and/or vendor relationships with the CMPA, Design-Builder, Subcontractors, suppliers, vendors, consultants that are executed in connection with the development, construction, management and/or operation of the public improvements of Community Maritime Park Project.*

A8. Severability. If any term, provision or condition contained this Amendment shall, to any extent, be held invalid or unenforceable, the remainder of the aforementioned Amendment, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of the Contractor's Academy Equal Business Opportunity Agreement shall be valid and enforceable to the fullest extent permitted by law.

A9. Complete Agreement; Amendments. These Amendments, and all the terms and provisions contained herein, including without limitation the EBO Agreement, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.

1. **ALSO IT IS AGREED that DPA shall assume all of MPDP's** duties and responsibilities under the EBO Agreement subject to the Amendments contained herein. **Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been given if delivered or mailed, postage prepaid, certified mail, return receipt requested as follows:

(a) To DPA:

Diversity Program Advisors, Inc.
c/o George Hawthorne, C.E.O.
1206 Soundview Trail
Gulf Breeze, FL 32561

(b) To CMPA:
Ed Spears
City Hall
5th Floor
Pensacola, Florida 32501

With copies to:

Ed Fleming

25 West Government Street
Pensacola, Florida 32502

2. **Miscellaneous**. This Agreement shall be interpreted according to the laws of the State of Florida. Except as specifically set forth herein, no party shall assign its rights and obligations under this Agreement without the prior written approval of the other parties. This Agreement and the Assignee's amended rights, duties, responsibilities and obligations pursuant the EBO Agreement Purchase Agreement executed herewith constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications among the parties relating to such subject matter. This Agreement shall not be modified or amended except by mutual written agreement. In the event any provision of this Agreement is held to be unenforceable or invalid for any reason, this Agreement shall remain in full force and effect and enforceable in accordance with its terms disregarding such enforceable or invalid provision. The captions or headings in this Agreement are made for convenience and general reference only and should not be construed to describe, define or limit the scope and intent of the provisions of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be an original and taken together shall constitute one and the same document. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. Subject to the provisions set forth above regarding assignment by either party, this Agreement shall be binding and shall enure to the benefit of the parties hereto, and their respective heirs, legatees, executors, administrators, legal representatives, successors and assigns. The parties acknowledge that this Agreement was initially prepared by Assignee solely as a convenience and that all parties hereto, and their counsel, have read and fully negotiated all of the language used in this Agreement. The parties acknowledge that, because all parties and their counsel participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement which construes ambiguous and unclear language in favor of or against any party because such party drafted this Agreement. The word "including" when used in this Agreement shall mean "including without limitation." References to any gender shall include all genders and references to the singular shall include the plural and the plural shall include the singular.

Termination for Convenience. The CMPA, at its sole discretion, and without cause, may terminate this Agreement at any time by the giving of a 30 days written notice to DPA. In such event, DPA shall be paid the monthly payments specified above for each month or partial month (pro-rated) in which it performed the duties hereunder prior to the date of termination for convenience.

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IN WITNESS WHEREOF, Assignor has executed and delivered this Agreement as of the date first written above.

Signed, sealed and delivered in our presence:

Witness Signature: Robert Grier
Printed Name: ROBERT GRIER

Witness Signature: Elaine Ransom
Printed Name: Elaine Ransom

Community Maritime Park Associates, Inc.

By: Eddie Todd
Title: Chairman

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IN WITNESS WHEREOF, Assignee has executed and delivered this Agreement as of the date first written above.

Signed, sealed and delivered in our presence:

DIVERSITY PROGRAM ADVISORS, INC.,

Witness Signature: Robert Grier
Printed Name: ROBERT GRIER

By: _____
George Hawthorne, C.E.O.
Diversity Program Advisors, Inc.

Witness Signature: Elaine Larson
Printed Name: Elaine Larson

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