

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDING SERVICES

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
NO. 1

DATE

8/10/09

TO LEASE NO. GS-04B-48850

ADDRESS OF PREMISES Parcel "A", (Plat Book 166, page 31), on SW 145th Avenue, Miramar, Florida 33027-4145

THIS AGREEMENT, made and entered into this date by and between WESTERN DEVCON INCORPORATED

whose address is 10525 VISTA SORRENTO PARKWAY, SUITE 110
SAN DIEGO, CALIFORNIA 92121

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 June 12, 2009, as follows:

This Supplemental Lease Agreement is to give the Lessor a Notice to Proceed to commence the tenant improvement and to hereby amend the following paragraphs:

Paragraph 1 - TO HAVE AND TO HOLD the said premises with their appurtenances for the term of 10 years, 10 years firm.

Paragraph 4 - The Government has no terminate rights in whole or in part under the terms of this lease.

Paragraph 7 - In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$1,139,670.00 (\$34.02 RSF shall be amortized through the rent for 10 years at the rate of 7%).

Paragraph 8 - The rent schedule is as follows:

Years 1-10	Base Rate	*Operating Rate	TI Rate	Monthly Rent	Annual Rent
	\$23.17 RSF	\$7.95 RSF	\$4.74 RSF	\$100,116.50	\$1,201,398.00

*Operating Rate is subject to annual CPI adjustments in accordance with the lease terms.

Lessor shall be reimbursed a lump-sum payment for tenant improvements costs exceeding the allowance in the amount of \$3,017,698.50. This amount reflects a reduction of the original TI overage amount. The Government is electing to use the three months of free rent to buy down the TI overage costs. A government inspection and acceptance of said improvements must be in place. Lessor shall invoice properly to receive lump-sum payments.

The Lessor agrees to complete the building in accordance with the lease terms and construction drawings by September 1, 2010.

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 above date.

LESSOR:

BY

IN THE PRESENCE OF

(Signature)

(Signature)

(Title)

(Address)

UNITED STATES OF AMERICA
GLYNDA M. GRIEVE

BY

(Signature)

Contracting Officer

General Services Administration

(Official Title)