

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL  
AGREEMENT  
No.3

DATE  
8/10/2011

TO LEASE NO. **GS-04B-59099**

ADDRESS OF PREMISES Faber Executive Office Park, 3950 Faber Place, North Charleston, SC 29405-8534

THIS AGREEMENT, made and entered into this date by and between **Western Devcon, Inc.** whose address is 10525 Vista Sorrento Parkway, #110, San Diego, CA 92121-2747

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended.

WHEREAS the lease contract is amended to establish the Tenant Improvement Costs and the following change orders depicted in the Government Approved Design Intent Drawings dated 03/03/2011 and the Government Reviewed Tenant Improvement Construction Drawings dated 05/07/ 2011 and incorporate by reference the Project Construction Schedule dated 7/21/2011, and the [REDACTED] Facilities Standards, Dated 11/16/2010, into Lease Contract LSC59099.

Unless otherwise specifically stated, the Lessor shall furnish all labor, materials, equipment, design, professional fees, permit fees, inspections fees, utilities, construction drawings (including, without limitation, plans and specifications), construction cost and services and all other similar cost and expenses associated with the following Change Orders.

Amortized Tenant Improvement Allowance	\$1,734,201.00 Total*
Lease Contract Lump Sum	\$2,111,737.00 Total
C.O.R. NO. 1,2,3: Additional TIs beyond improvements included in Contract Test Fit	[REDACTED] Total
C.O.R. NO. 4: [REDACTED] additional TIs beyond improvements included in Contract Test Fit	[REDACTED] Total
C.O.R. NO. 5: [REDACTED] ([REDACTED])	[REDACTED] Total
C.O.R. NO. 7: Site Revisions to accommodate the Tech Shop	[REDACTED] Total
C.O.R. NO. 8R: [REDACTED] (dated 7/7/11)	[REDACTED] Total
C.O.R. NO. 9& 10 Generator and Generator Enclosure	[REDACTED] Total
C.O.R. NO. 11: [REDACTED]	[REDACTED] Total
C.O.R. NO. 12: [REDACTED] (dated 7/7/11)	[REDACTED] Total

\*The Lessor is providing a tenant improvement allowance of \$1,734,201.00 amortized through the rent over the firm term of the Lease (180 months) at the rate of 9.0%. (this amount is already included in the annual rent indicated in paragraph 3 of Lease Contract).

\*\*Cost of Generator does not include the maintenance, repairs and/or replacement. Unless specifically amended in a subsequent SLA, [REDACTED] is responsible for maintenance, repairs and/or replacement of the generator.

The Lessor and the Government agree that, based upon the Government's Approved Design Intent Drawings, the Scope of Work and the specifications established in SLA No. 2, the total cost of the tenant improvements is \$10,320,753.00 which is more than the maximum tenant improvement allowance originally indicated in paragraph 3.2 of the SFO portion of this lease. Based on the construction costs stated in this SLA, the Government shall pay the Lessor, upon acceptance of TI cost listed in this SLA and substantial completion of the space and receipt of a proper invoice, a lump sum payment of \$8,586,552.00 which represents the cost that exceeded the maximum tenant improvement allowance. Payment will be due only for items which are stated above. Lessor waives any restoration in connection with these items. Unless otherwise specifically stated, Lessor shall remain responsible for maintenance, repair and replacement of all items provided by the Lessor under this lease.

Pursuant to SFO Paragraph 5.9, "Construction Schedule and Acceptance of Tenant Improvements (MAR2007)", the Government and Lessor agree that the Project Construction Schedule dated 7/21/2011 is the base line schedule for delivery of the project.

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 this 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.

IN WITNESS WHEREOF, the undersigned, whose names as of the above date.

LESSOR

BY: [REDACTED]

President

(Title)

10525 Vista Sorrento Parkway, Suite 110  
San Diego, CA 92121 (Address)

8/24/11

ATTENDING OFFICER, GENERAL SERVICES ADMINISTRATION