
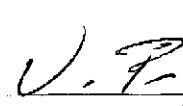
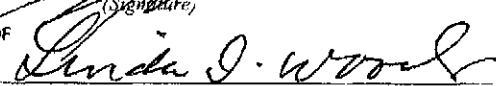



GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 2	DATE 08/06/10
TO LEASE NO. GS-04B-59804 (2 pages) + rent schedule		
ADDRESS OF PREMISES: 7178 Bay Meadows Way, Jacksonville, FL 32256 - 6861		
THIS AGREEMENT, made and entered into this date by and between Western Devcon, Inc. whose address is 10525 Vista Sorrento Pkwy #110, San Diego, CA 92121 - 2747 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter 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 <u>June 9, 2010</u> , as follows:		
<ol style="list-style-type: none"> 1. Paragraph 1 of the lease contract is deleted in its entirety and replaced as follows: "1. The Lessor hereby leases to the Government the following described premises: A total of 30,000 Rentable Square Feet (rsf) (29,126 ANSI BOMA Office Area Square Feet) of office and 116 parking spaces at 7178 Bay Meadows Way, Jacksonville, FL 32256 to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION." 2. Paragraph 2 of the lease contract is deleted in its entirety and replaced as follows: "2. TO HAVE AND TO HOLD the said premises with their appurtenances for a firm term of FIFTEEN (15) YEARS, not subject to termination and/or renewal rights." 3. Paragraph 3 of the lease contract is deleted in its entirety and replaced as follows: "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 RSF¹</u>
		<u>RATE Per ABOASF²</u>
		<u>MONTHLY RENT</u>
See Paragraph 15		
Note 1. The rate rentable square foot (RSF) is determined by dividing the total annual rent by the RSF footage set forth in Paragraph 1 above. Note 2. The rate per ANSI/BOMA office area square foot (OASF) is determined by dividing the total annual rental by the OASF office area square footage set forth in Paragraph 1."		
CONTINUED ON PAGE 2 OF 2		
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: Western Devcon, Inc.		
BY  (Signature)	 (Title)	
IN PRESENCE OF  (Signature)	10525 Vista Sorrento Pkwy #110 San Diego (Address) CA 92121	
UNITED STATES OF AMERICA		
BY  Milagros L. Toro	CONTRACTING OFFICER GENERAL SERVICES ADMINISTRATION (Official Title)	

CONTINUATION PAGE 2 OF 2 OF SUPPLEMENTAL LEASE AGREEMENT (SLA) NO. 2 to GS-04B-59804

4. Paragraph 16 of the lease contract is deleted in its entirety and replaced as follows: "16. Upon acceptance of the leased premises by the Government, the same shall be measured and rental shall be paid in accordance with Paragraph 3.10 of the lease, "ANSI/BOMA Office Area Square Feet" and Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the rates as shown in the attached rent schedule."
5. The following are deleted in their entirety from the lease contract: Paragraphs 4 and 5 of the lease rider; and SFO Clauses 1.5, 1.7, and 1.10.
6. Paragraph 17 of the lease contract is added as follows: "17. The Lessor and the Government hereby agree that the cost of the tenant improvements is \$3,062,578.00. Of this amount the Landlord has agreed to credit the first three months free rent, equal to \$360,455, toward a reduction of the tenant improvement amount, reducing the total to \$2,702,123. Of this amount the Lessor agrees to amortize \$1,972,123.00 of the cost of tenant improvements into the rental rate. The rental rate documented in paragraph 3 of GSA Standard Form 2 is calculated utilizing a tenant improvement allowance of \$1,972,123.00. This tenant improvement allowance will be amortized over the fifteen (15) year firm term period of the lease contract at an interest rate of 9.5% per year. There will be no free rent."
7. The Government agrees to make a one-time lump sum payment to the Lessor for \$730,000 to pay down part of the tenant improvement allowance owed. The Lessor shall be required to submit a dated and itemized invoice for such payment on their company letter head with the date.
8. All other terms and conditions of the lease shall remain in force and effect.

*****END*****

Initials:

Government

Lessor