

ADDRESS OF PREMISES **1425 Chatham Parkway, Parcel ID #2-0834-01-015, Savannah, GA**

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:

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, to incorporate the Government's acceptance of the revisions to Lease Contract LGA61020 and incorporate the Security Scope of Work. Paragraphs 1.2 (c), 5.9(c), 5.14 (b) and (d) are revised as stated in this SLA and Paragraph 22. "Security" is added.

This SLA establishes the drawings dated April 24, 2012, Exhibit "A", and distributed on April 24, 2012, as the Government's acceptance of the drawings and Lessor's compliance of Design Excellence and Project Vision required in Amendment No. 4, Paragraphs 2.1, Design Excellence and Project Vision, Paragraph 2.2 Design Excellence, Paragraph 5.10, Architectural Services and Deliverables.

**Paragraph 1.2 Subparagraph C is deleted and replaced with subparagraph below.**

C. The building shall be constructed to meet the Interagency [REDACTED]

**Paragraph 5.9, Subparagraph C is deleted in its entirety and replace with Paragraph below.**

C. Review of Construction Documents by Government - allow 25 calendar days (each review) for the Government's compliance review of the Offeror's Construction Documents. The Government will review the Offeror's Construction Documents at the 30%, 60% and 90% levels of completion. However, at the Offeror's option, the 60% and 90% reviews may be combined into a single review occurring at the 90% completion stage. In addition, at the Offeror's option, the Site-Related and Building-Related Construction Documents may be submitted for review either separately or concurrently. As a separate task item, the Project Schedule submitted should allocate adequate time following the Government's review for the Offeror to correct or revise the Construction Documents in response to the Government's comments.

**Paragraph 5.14 Subparagraphs B and D are revised to reduce the Government's review period for the Design Intent Drawings and Working/Construction Drawings from 45 days to 25 days.**

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WITNESSED FOR THE LESSOR BY: **Western Devcon, Inc.**

Signature: [REDACTED]  
Name: Dianne Kessler  
Title: Comptroller  
Date: 08/08/12

**Paragraph 22. Security** The Lessor shall furnish all labor, materials, equipment, design, professional fees, permit fees, inspections fees, utilities, drawings (including, without limitation, plans and specifications), installation cost and services and all other similar cost and expenses associated with the installation of the [REDACTED] Security Requirements, specified in Appendix C of the BOD of this lease contract, and the [REDACTED] Specific Security CDRom as depicted in Exhibit "B" attached hereto and made a part hereof.

Notwithstanding the Government's review of Security Layout Drawings and Scope of Work dated 6/5/12, the Lessor is solely responsible and liable for technical accuracy, in order to meet performance requirements and provisions for the lease, local codes, building ordinances and accessibility standards.

Lessor shall be responsible for Security items specified in Exhibit B for one year beginning with date Security work is completed and accepted by the Government. Beginning the second year through the lease expiration, the CBP shall be responsible for maintenance, repair and replacement of the Security System.

Lessor will be paid a lump sum payment in the amount of **\$537,835.68** after completion of the work and acceptance by the Government. Payment will be due only for items which are (a) stated in this Lease Amendment, and (b) stated and depicted in Exhibit "B", or (c) specifically requested in writing by the GSA Contracting Officer. Title to items for which the Government makes a lump sum payment shall vest in the Government. These items can be removed by the Government at any time. Lessor waives any restoration in connection with these items. Unless the Government has removed the item from the premises. With the exception of the Security swork specified in Exhibit B and stated above, Lessor shall remain responsible for maintenance, repair and replacement of all items provided by the Lessor under this lease. If, after the lease term and any extended, renewal or succeeding lease term, the Government elects to abandon any items in place, title shall pass to the Lessor.

All invoices shall be sent to: U.S. General Services Administration, Finance Division – 7BCP, 819 Taylor Street, Fort Worth, Texas 76102-0181 with the following Payment Document Number PDN# \_\_\_\_\_.

**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 lease agreements, the terms and conditions of this Agreement shall control and govern.**

\_\_\_\_\_ names as of the below date.

FOR THE [REDACTED]

Signature: [REDACTED]

Name: Maria Dent

Title: Lease Contracting Officer  
GSA, Public Buildings Service

Date: 8/23/2012

[REDACTED] Title: vice president

Entity Name: Western Devcon, Inc

Date: 08/08/12

WITNESSED FOR THE LESSOR BY: **Western Devcon, Inc.**

Signature: [REDACTED]

Name: Dianne Kessler

Title: Comptroller

Date: 08/08/12