

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
No. 11

DATE
2/2/12

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:

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 February 2, 2012 to establish the LUMP SUM payment owed to the Lessor and to finalize the HVAC Credit stated in SLA 5. Paragraph 23 is deleted in its entirety and the following substituted therefore.

23. The Lessor and the Government have completed the reconciliation of debit and credits as depicted in **Exhibit A, "Space Acceptance Lump Sum Reconciliation"**, and as incorporated in Change Order SLAs 3, 6 and 8. The Government shall make a one-time lump sum payment in the amount of \$8,553,849.00 to the Lessor. This amount represents the costs that exceeded the tenant improvement allowance of \$1,734,201 and subsequent Change Order SLAs and HVAC Credit listed below and delivered and accepted by the Government on January 31, 2012. This LUMP SUM Payment is separate from the rental payments and additional change orders not specifically stated in SLAs 3, 6, and 8. Any additional change orders will be incorporated through a subsequent SLA. Payment will be due only for items specifically stated in the Lease Contract and Supplemental Lease Agreements 3, 6, and 8. All invoices shall be sent to: U.S. General Services Administration, Finance Division - 7BCP, 819 Taylor Street, Fort Worth, Texas 76102-0181 and must cite Payment Document Number PS0017803.

SLA	Change Order#	Amount
Lease Contract	LUMPSUM	
SLA 3	NO. 1,2,3 Additional Change Orders to DID	
SLA 3	NO. 4 [REDACTED]	
SLA 3	NO. 5 [REDACTED]	
SLA 3	NO. 7 Site Revisions	
SLA 3	NO. 8R [REDACTED]	
SLA 3	NO. 9& 10 Generator and Enclosure	
SLA 3	NO. 11 [REDACTED]	
SLA 3	NO. 12 IT/DATA SOW	
SLA 5	HVAC Credit	
SLA 6	Expansion Space above TI LUMP SUM	
SLA 8	Extended Warranty for Generator	

* Payments of Change Orders 7, 8R and 11 have already been invoiced and payment received by Lessor.

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 parties subscribed their names as of the above date.

L [REDACTED]
B [REDACTED]
IN [REDACTED]
[REDACTED] Edwards

Vice President

(Title)

10525 Vista Sorrento Parkway, Suite 110
San Diego, CA 92121

(Address)

2/6/12
[REDACTED] ASSISTANT OFFICER, GENERAL SERVICES ADMINISTRATION