

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 12
	TO LEASE NO. GS-04P-LGA61020 GSA Building Number GA2176ZZ
ADDRESS OF PREMISES 1425 Chatham Parkway Savannah, GA 31405-0303	RWA and PDN Number: N0535494/PS0026150 RWA and PDN Number: N0331067/PS0022029

THIS AMENDMENT is made and entered into 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 to change the original lease number to the new GSA Lease Contract Numbering Format and establish beneficial occupancy in accordance with Lease Contract Paragraph 1.12.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended June 12, 2013 to establish beneficial occupancy and lease term of Lease GS-04P-LGA61020 and provide final reconciliation of TI costs and TI LUMP SUM Payment due to Lessor. This Lease Amendment restates the agreed LUMP SUM Payment established in the lease contract and subsequent Change Orders awarded under Supplemental Lease Agreements 1-5 and Lease Amendments 6-10. Paragraphs 1, 2, 3, 4, 7, and 20 are deleted in their entirety and the following substituted therefore. Paragraph 7b is added.

Effective June 12, 2013, GSA lease number GS-04B-61020 is hereby deleted and replaced with GSA lease number GS-04P-LGA61020. Lease Number GS-04P-LGA61020 will refer to the original lease number GS-04B-61020 and/or LGA61020 when referencing the Solicitation For Offers and BOD Special Requirements portion of the lease.

- The Lessor hereby leases to the Government a newly constructed Built to Suit Laboratory Building consisting of 35,000 RSF/ 34,950 ANSI/BOMA Office Area (ABOA) Square located at 1425 Chatham Parkway, Savannah, GA 31405-0303, together with 60 secured, covered, and reserved on site surface parking spaces.
- TO HAVE AND TO HOLD the said premises with their appurtenances for the TWENTY (20) YEAR FIRM term beginning on June 12, 2013 through June 11, 2033.
- The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, based on 35,000 RSF as follows:


<u>TERM</u>	<u>ANNUAL RENT</u>	<u>PRSF RATE</u>	<u>MONTHLY RATE</u>
06/12/2013 - 06/11/2033	\$2,097,860.00	\$59.94 *	\$174,821.67

The above annual rent is inclusive of the annual operating rental rate of \$14.89 PRSF multiplied by 35,000 RSF.
The above annual rent is inclusive of the Tenant Improvement rate of \$38.79 amortized over 20 yrs at a rate of \$3.33 PRSF.
*Plus annual CPI escalations to operating rent



This Lease Amendment contains (2) pages.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: 
Name: Michael P. Ibe
Title: President
Entity Name: Western Devcon, Inc.
Date: June 3, 2013

FOR THE GOVERNMENT:

Signature: 
Name: 
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 6/4/13

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: 
Title: 
Date: June 3, 2013

4. Based on the May 21, 2013 Government and Lessor mutual on-site measurement of the space, the total Rentable Square Feet of the building is 38,100 RSF, as certified by the Lessor's Architect. The space measurement includes the Mechanical Room enclosure and Mezzanine Area. In accordance with Clause 27 (PAYMENT), of GSA Form 3517B, General Clauses the annual rent will not be adjusted for the square footage that exceeds 35,000 RSF.

7. This lease agreement establishes the Government's acceptance of the Tenant Improvements and memorializes the final reconciliation of the **Lump Sum Payment** due to Lessor for change orders incorporated in Supplemental Lease Agreements (SLA) 1-5, and Lease Amendments (LA) 6-10. The Government shall make a one-time lump sum payment in the amount of \$6,969,287.83 to the Lessor. This amount represents the tenant improvement costs that exceed the maximum tenant improvement allowance of \$1,355,710.50 and includes the original LUMP SUM Payment stated in Lease Contract and the Supplemental Lease Agreements and Lease Amendments listed below.

The **LUMP SUM Payment** stated in the above paragraph **does not include** the Lump SUM Payment of \$682,890.05 for relocation expenses due to Lessor under Lease Amendment 11. Lessor shall submit a separate invoice for this payment.

Payment will be due only for items specifically stated in the Lease Contract and Supplemental Lease Agreements 2, 3, 4, 5, and Lease Amendments 6, 7, 8, 9 and 10. 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 listed below.

SLA	Change Order#	Amount	TI RWA/PDN#
Lease Contract	LUMPSUM	\$5,497,989.00	N0331067/PS0022029
Supplemental Lease Agreement	2	\$537,835.68	N0331067/PS0022029
Supplemental Lease Agreement	3	\$578,614.50	N0331067/PS0022029
Supplemental Lease Agreement	4	\$297,715.00	N0331067/PS0022029
Supplemental Lease Agreement	5	\$22,815.00	N0331067/PS0022029
Lease Amendment	6	\$3,768.00	N0331067/PS0022029

SLA	Change Order#	Amount	Furniture RWA/PDN#
Lease Amendment	7	\$26,187.65	N0535494/PS0026150
Lease Amendment	10	\$4,363.00	N0535494/PS0026150

7b. For the purpose of the Real Estate Tax Adjustment, in accordance with SFO No. LGA61020, Paragraph 4.2 of the Lease Contract, the base year tax amount for the entire building is \$170,000.00 (\$4.86 RSF multiplied by 35,000 RSF) and the Government will occupy 100% of the building.

20. In accordance with SFO No. LGA61020, Paragraph 2.14, Broker Commission and Commission Credit, Jones Lang LaSalle ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [redacted] of the 20 year firm term value) and is earned upon lease execution, payable according to the Commission Agreement agreed upon and signed between the two parties. Due to the Commission Credit described in SFO No. LGA61020 Paragraph 2.14, only [redacted] of the Commission will be payable to Jones Lang LaSalle with the remaining [redacted] which is the "Commission Credit" to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest period practical.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent

First Month's Rental Payment \$174,821.67 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent.

Second Month's Rental Payment \$174,821.67 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent.

Third Month's Rental Payment \$174,821.67 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Third Month's Rent.

Except as modified in this Amendment, 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 Amendment conflict with any terms and conditions of the Lease or any previous Supplemental Lease Agreements, the terms and conditions of this Amendment shall control and govern.

INITIALS:  & 
LESSOR & GOVT