

**GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL
AGREEMENT
No. **4**

DATE
11/15/2012
Page 1 of 2

TO LEASE NO. **GS-04B-61020**

ADDRESS OF PREMISES 1425 Chatham Parkway
Savannah, GA 31415
GSA Building No. GA2176ZZ

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 desire to amend the Lease to establish the LUMP SUM Cost and Scope of Work for the Generator Warranty.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended to incorporate the extended warranty for the Generator. Paragraph 7 of SLA 3 is deleted in its entirety and the following substituted therefore. Paragraph 25, "Generator Warranty" is added:

Paragraph 25. Generator Warranty

The Lessor shall provide the extended warranty for the generator located at: **1425 Chatham Parkway, Savannah, Ga**
Make: **CAT** Model #: **C15 450 KW** Serial #: **TBD** ASCO transfer switches 100 amp 800 amp **\$297,715.00 TOTAL**

Maintenance and Repair General Terms and Conditions Term: 240 Months (20 years) from date generator is accepted by the Government and includes the following:

- 1) All routine and emergency repair service as required to maintain the equipment in good operating condition. Furnish all parts and labor as required.
- 2) All emergency repair service as required to maintain equipment in good operating condition at any time. Furnish all labor and parts as required. Reponses time four (4) hours.
- 3) All major repair and overhauls, as required to engine, generator, control panel, batteries, charger, water heater, radiator, alarms and switches. Furnish all labor and parts needed.
- 4) Furnish all labor and parts needed for maintenance at intervals required and above as per owner's manual except for fuels
- 5) No additional charge to CBP, travel time and mileage required to perform repairs at CBP job site.

Services on the equipment shall be provided under this agreement as follows:

- 1) Dealer will perform all repair and normal maintenance between the hours of 7:30 am and 4:00 pm, Monday thru Friday, holidays excepted. Lessor will be responsible for all cost associated with maintenance and repairs outside of these hours
- 2) Dealer will perform routine repair service on a unit when hour meter reading so indicates service interval.
- 3) Dealer will supply, on request, proof of insurance coverage as per customer Specifications.
- 4) Dealer will give customer a minimum of two (2) weeks advance notice of planned repairs or overhauls which will require a unit to be out of service during normal operating hours.
- 5) Dealer will provide 48 hour turnaround on repairs, or will provide a loaner or rental machine without additional cost.
- 6) Dealer shall be obligated to perform the above services only during dealer's regular working hours (8:00 am through 4:30 pm, Monday through Friday, except holidays. If services are performed during other than regular hours for the convenience of dealer, no additional charge shall be made to customer.

Continued on Page 2

INITIALS:

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Lessor

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By executing this SLA 4, Lessor agrees and understands that CBP is directly responsible for all costs listed below. The Lessor also releases the GSA from all claims, arising in whole or in part from all events and circumstances associated with the fuel costs, testing, and maintenance for the generator.

1. Fuel Delivery: CBP shall be responsible for all costs associated with fuel deliveries for power outages.
2. Fuel Consumed for Testing: Beginning the second year, CBP shall be responsible for all fuel costs associated with testing and maintenance.

Paragraph 7. LUMP SUM Payment. Lessor will be paid a lump sum payment in the amount of **\$6,912,154.18** after completion of the work and acceptance by the Government. Payment will be due only for items which are (a) stated in Supplemental Lease Amendment 1-4, and (b) specifically requested in writing by the GSA Contracting Officer. This amount represents the cost that exceeds the maximum tenant improvement allowance of \$1,355,710.50 stated in Paragraph 6 of Lease Contract No. LGA61020, Paragraph 3.2 (a), "Tenant Improvements Included in Offer (AUG 2008)". Said payment shall not in any event become due prior to substantial completion as defined in Section 1.12 of SFO No. LGA61020.

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# PS0022029.

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.

their names as of the above date.

President

(Title)

(Signature)

IN

10525 Vista Sorrento Parkway, #110

San Diego, CA 92121 (Address)

(Signature)

UNITED STATES OF AMERICA

12/11/2012

G OFFICER, GENERAL SERVICES ADMINISTRATION