

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

SUPPLEMENTAL
AGREEMENT
No. 1

DATE

8/3/11

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 dsire to amend the above Lease to establish beneficial occupancy.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended to establish beneficial occupancy of 10,321 Rentable Square Feet known as Block A. Paragraphs 1, and 2 are deleted in their entirety and the following substituted therefore. Paragraph 21 is added.

1. The Lessor hereby leases to the Government the following described premises:

Block A: 10,321 rentable square feet (yielding 10,321BOMA usable square feet) of office and related. (Occupancy Agreement ASC01959v1)

Block B: 52,912 rentable square feet (yielding 52,687 BOMA usable square feet) of office and related space.

For a total of 63,008 BOMA Office Area Square Feet (63,233 Rentable Square Feet) of office and related space located on the 1st, 2nd and 3rd floors in the building known as Faber Place Executive Office Park located at 3950 Faber Place, North Charleston, South Carolina 29405-8534 together with 60 surface parking spaces are designated specifically for [REDACTED].

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on:

Block A: July 15, 2011 through February 14, 2027.

Block B: February 15, 2012 through February 14, 2027.

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.

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

LESSOR: Western Devcon, Inc.

[REDACTED SIGNATURE]

Michael P. Ibe, President

(Title)

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

(Address)

UNITED STATES OF AMERICA

[REDACTED SIGNATURE]

Maria Dent, CONTRACTING OFFICER, GENERAL SERVICES ADMINISTRATION


21. Pursuant to a negotiated agreement between the Lessor and the Government, the Government shall pay a negotiated rent of \$52,569.00 on Block A starting on July 15, 2011 through February 14, 2012. This rent will be paid by reducing the Rent Commission Credit. Rent paid for the period beginning 07/15/11 through 02/14/12 is not subject to escalation. The Government's rent commission credit of [REDACTED] as stated in Paragraph 20 of the lease contract shall be applied as follows:

For the period beginning on July 15, 2011 through February 14, 2012 a rent credit of [REDACTED] per month for a total of [REDACTED]. The net payment to the Lessor is [REDACTED].

The remaining Rent Commission Credit of [REDACTED] will be deducted from the prorated full service rent pursuant to Paragraph 3 from February 15, 2012 through March 30, 2012 of \$240,285.42 resulting in a net payment to the Lessor of [REDACTED].

Upon completion, inspection, and acceptance of the Tenant Improvements, the Government shall commence the lease on for Block A and Block B on February 15, 2012. Should the lease commence prior to February 14, 2012, any unappropriated Rent Commission Credit will be applied to first month(s) rent in equal payments not to exceed the base shell rent.

Should the lease commence after February 15, 2012, the Lessor will receive \$0.00 in monthly payments until lease commencement. At lease commencement, full service monthly rent payments pursuant to Paragraph 3 will commence and the remaining [REDACTED] of unappropriated Rent Commission Credit will be applied to the first month(s) rent in equal payments not to exceed the base shell rent.

Initials Lessor 
Govn't _____