

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 10	DATE 1/31/12
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 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 65,124 Rentable Square Feet. Paragraphs 1, 2, 3, and 20 are deleted in their entirety and the following substituted therefore.		
1. The Lessor hereby leases to the Government the following described premises:		
A total of 64,899 BOMA Office Area Square Feet (65,124 Rentable Square Feet) of office and related space located on the 1 st , 2 nd and 3 rd floors in the stand alone building located at 3950 Faber Place, North Charleston, South Carolina 29405-8534 also known and referenced as "Faber Place Executive Office Park", as depicted on the demising floor plans labeled Exhibit "A" attached hereto and made a part hereof. There are a total of 264 on site open surface parking spaces available for building tenant use, however only 60 reserved and secured parking spaces are designated specifically for [REDACTED]		
2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on February, 1, 2012 through January 31, 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.		
L B IN THE P	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	_____ President, Western Devcon, Inc. (Title) 10525 Vista Sorrento Parkway, Ste 110 San Diego, CA 92121 _____ (Address)
[REDACTED] 1/31/12		
[REDACTED] Contracting Officer, GENERAL SERVICES ADMINISTRATION		

3. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows:

<u>TERM</u>	<u>ANNUAL RENT</u>	<u>MONTHLY RATE</u>	<u>PRSF</u>
02.01.2012 – 01.31.2027	\$2,969,654.00	\$247,470.42	\$45.60

20. In accordance with Solicitation for Offers 7SC2082 paragraph 2.3, *Broker Commission and Commission Credit*, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of [REDACTED] of the initial ten years of the lease ("Commission"). The total amount of the Commission is [REDACTED] ([REDACTED]). This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the total of Tenant's occupancy of the premises leased pursuant to the Lease of the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.3, [REDACTED], which is [REDACTED] of the Commission, will be payable to CBRE. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be a credit to be utilized toward a reduction in annual rental payments and/or free rent during the first year.

Pursuant to SLA 1 Paragraph 21, the negotiated agreement between the Lessor and the Government allotted a portion of the [REDACTED] Commission Credit towards rent on Block A Space. That agreement ended on January 31, 2012 with a total payment of [REDACTED] ([REDACTED]) from the Commission Credit. The remaining Commission credit of [REDACTED] ([REDACTED]) is applied as follows:

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 \$247,470.72 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's rent.

Initials Lessor Govn't 