

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL  
AGREEMENT  
No. 2

DATE  
7/8/2011

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:

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended to issue the Notice to Proceed with construction of Tenant Improvements and establish the Building Number.

WHEREAS, the parties hereto desire to amend the above lease to issue the Notice to Proceed with the construction of the demised premises. SLA No. 2 shall serve as Notice to Proceed with the build-out of the tenant improvements in accordance with SFO 7SC2082, [REDACTED] Facilities Standards, Dated 11/16/2010, and Government Approved Design Intent Drawings dated 03/03/2011 as depicted in the Government Reviewed Tenant Improvement Construction Drawings dated 05/07/ 2011 at the above-mentioned location.

The Lessor shall furnish all labor, materials, equipment, design, professional fees, permit fees, inspections fees, utilities, construction drawings (including, without limitation, plans and specifications), construction cost and services and all other similar cost and expenses associated with the alterations to the space as depicted on Government's Reviewed Tenant Improvement Construction Drawings, dated 05/07/2011, Exhibit "A" TI/CD, attached hereto and made a part hereof. All work must be completed no later than 180 calendar days from execution of this Supplemental Lease Agreement No 2.

Any revisions including the removal of improvements as noted in [REDACTED] 6/27/2011 review of the 100% CD Package and/or additions to the scope of work depicted in the TI/CD dated 05/07/2011, and cost to the project shall be incorporated through a subsequent Supplemental Lease Agreement.

Continued on Page 2

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.

LESSOR: LESSOR: **Western Devcon, Inc.**

BY [REDACTED]  
IN [REDACTED]

*President*

(Title)

(Address)

UNITED STATES OF AMERICA

BY [REDACTED]

OFFICER, GENERAL SERVICES ADMINISTRATION

Supplemental Lease Agreement 2

Page 2 of 2

The monetary value of the generator and maintenance contract are included in the not to exceed amount however the Lessor shall not procure the generator or the maintenance contract without separate written permission from the Contracting Officer. The generator and its maintenance contract are under review. The lessor shall proceed with the infrastructure necessary to install the generator until the point that installation of any holding tanks or the generator is required.

The Government hereby issues the Notice To Proceed (NTP). The authorized amount of this Notice to Proceed is \$10,786,521 and includes a LUMP SUM Payment in the amount **NOT TO EXCEED \$8,655,114**. When performing work, you are not authorized to make expenditures exceeding the authorized amount. There are to be no changes from the agreed upon Scope of Work without prior written approval by the Contracting Officer.

Notwithstanding the Government's review of construction drawings (CD), the lessor is solely responsible and liable for technical accuracy, in order to meet performance requirements and provisions for the lease, local codes, building ordinances and accessibility standards.

Lump Sum terms and conditions shall be establish in subsequent Supplemental Lease Agreement.

The GSA has assigned Building Number SC2345 to this lease location.

Initials Lessor  
Gov't

  
Mdh