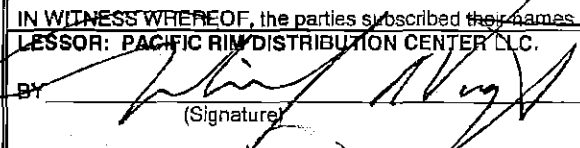
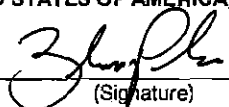


GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1	DATE 7/10/12
TO LEASE NO. GS-09B-02904		
ADDRESS OF PREMISES: 1778 CARR ROAD, SUITE 3A CALEXICO, CA 92231-9727		
<p>THIS AGREEMENT, made and entered into this date by and between: PACIFIC RIM DISTRIBUTION CENTER, LLC.</p> <p>whose address is: 821 Kuhn Drive, Suite 100 Chula Vista, CA 91914-4508</p> <p>hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:</p> <p>WHEREAS, the parties hereto desire to amend the above Lease. NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution by the Government as follows:</p> <p>Lease Amendment (LA) No. 1 is issued to establish beneficial occupancy, the term of the lease, the rent schedule, and termination rights. Paragraph 1.02 is deleted in its entirety and the following substituted therefore.</p> <p>TO HAVE AND TO HOLD the Premises with their appurtenances for the term beginning on July 2, 2012 through July 1, 2022 in accordance with the Paragraph 3.03 "Acceptance" herein, subject to termination rights as may be hereinafter set forth.</p> <p>The Government shall pay the Lessor annual rent as follows:</p> <p>July 2, 2012 through July 1, 2017, annual rent of \$113,090.76 at the rate of \$9,424.23 per month in arrears. July 2, 2017 through July 1, 2022, annual rent of \$124,372.32 at the rate of \$10,364.36 per month in arrears.</p> <p style="text-align: center;">Rent for a lesser period shall be prorated. Rent shall be payable to:</p> <p style="text-align: center;">Pacific Rim Distribution Center, LLC. 821 Kuhn Drive, Suite 100 Chula Vista, CA 91914-4508</p> <p>All other terms and conditions of the lease shall remain in force and effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p> <p>LESSOR: PACIFIC RIM DISTRIBUTION CENTER LLC.</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <p>BY  _____</p> <p style="text-align: center;">(Signature)</p> </div> <div style="width: 45%;"> <p><u>Managing Member</u></p> <p style="text-align: center;">(Title)</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <p>IN THE PRESENCE OF (witnessed by) _____</p> <p style="text-align: center;">(Signature)</p> </div> <div style="width: 45%;"> <p><u>821 KUHN DR # 100</u></p> <p><u>CHULA VISTA CA 91914</u></p> <p style="text-align: center;">(Address)</p> </div> </div>		
<p>UNITED STATES OF AMERICA, General Services Administration, Public Buildings Service</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <p>BY  _____</p> <p style="text-align: center;">(Signature)</p> </div> <div style="width: 45%; text-align: right;"> <p><u>Contracting Officer</u> <u>GSA, PBS, READ</u></p> </div> </div>		

SHEET NO. 1 ATTACHED TO AND FORMING A PART OF LEASE AMENDMENT NO. 1 TO LEASE NUMBER GS-09B-02904

1.02 EARLY TERMINATION RIGHT (SIMPLIFIED LEASE) (APR 2011)

The Government may terminate this Lease, in whole or in part, at any time after July 1, 2017 by providing not less than 90 days prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

Government Initials BP Lessor Initials mw