

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-09P-LCA03205
ADDRESS OF PREMISES 655 W. RIALTO AVE SAN BERNARDINO, CA 92401	PDN Number:

THIS AMENDMENT is made and entered into between **AFFAITATI, LLC**

whose address is: 393 ATHOL STREET, SUITE 2
SAN BERNARDINO, CA 92401

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 accept Phase I of the tenant improvements and use a portion of the Tenant Improvement Allowance (TIA) to amortize the cost into the rent.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective on April 20, 2015, as follows:

Lease Amendment No. 2 amortizes the cost of Phase I tenant improvements as described below.

I. Paragraph 1.03 is deleted in its entirety and substituted therefore as follows:



Continued on Page 2

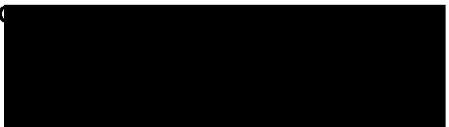
This Lease Amendment contains 3 pages.

All other terms and conditions of the lease shall remain in force and effect.

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

FOR THE LESSOR:
 Signature: 
 Name: 
 Title: 
 Date: 8-5-15

FOR THE GOVERNMENT:
 Signature: 
 Name: 
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 8/19/15

WITNESSED FOR THE LESSOR:
 Signature: 
 Name: George M. Callaghan
 Title: Building Manager
 Date: 8-5-15

1.03 RENT AND OTHER CONSIDERATIONS (SEP 2013)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	3/2/2015 - 4/19/2015	4/20/2015 - 3/1/2016	Year 2	Year 3	Year 4	Year 5
Shell Rent ¹	\$ 698,943.75	\$ 698,943.75	\$ 698,943.75	\$ 733,984.13	\$ 733,984.13	\$ 770,515.59
Tenant Improvements ²	\$ -	\$ 18,670.66	\$ 18,670.66	\$ 18,670.66	\$ 18,670.66	\$ 18,670.66
Operating Costs ³	\$ 264,666.70	\$ 264,666.70	\$ 264,666.70	\$ 264,666.70	\$ 264,666.70	\$ 264,666.70
Total Annual Rent	\$ 963,610.45	\$ 982,281.11	\$ 982,281.11	\$ 1,017,321.49	\$ 1,017,321.49	\$ 1,053,852.95
	Year 6	Year 7	Year 8	Year 9	Year 10	
Shell Rent ¹	\$ 770,515.59	\$ 809,283.67	\$ 809,283.67	\$ 835,004.80	\$ 835,004.80	
Tenant Improvements ²	\$ -	\$ -	\$ -	\$ -	\$ -	
Operating Costs ³	\$ 264,666.70	\$ 264,666.70	\$ 264,666.70	\$ 264,666.70	\$ 264,666.70	
Total Annual Rent	\$ 1,035,182.29	\$ 1,073,950.37	\$ 1,073,950.37	\$ 1,099,671.50	\$ 1,099,671.50	

¹Shell rent calculation:
 (Years 1-2) \$18.75 per RSF multiplied by 37,277 RSF
 (Years 3-4) \$19.69 per RSF multiplied by 37,277 RSF
 (Years 5-6) \$20.67 per RSF multiplied by 37,277 RSF
 (Years 7-8) \$21.71 per RSF multiplied by 37,277 RSF
 (Years 9-10) \$22.40 per RSF multiplied by 37,277 RSF

²The total Tenant Improvement Allowance (TIA) is \$1,749,612.82. Phase I of the tenant improvements was substantially complete and accepted on April 20, 2015. The total cost of Phase I is \$74,638.34, and this amount will be amortized into the rent at a rate of 8 percent per annum over the remaining firm term, beginning on April 20, 2015. The remaining TIA is \$1,674,974.48, and it will be amortized into the rent upon substantial completion and acceptance of Phase II of the tenant improvements at a rate of 8 percent per annum over the remaining firm term.

³Operating Costs rent calculation: \$7.10 per RSF multiplied by 37,277 RSF

In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **34,984** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. INTENTIONALLY DELETED.

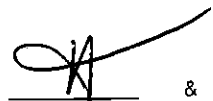

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

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INITIALS:  & 
 LESSOR & GOVT

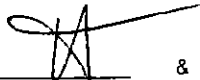

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. INTENTIONALLY DELETED.

II. The Lessor hereby waives restoration as a result of all improvements. Unless the Government has removed such items from the premises, the Lessor shall repair and maintain such items provided by the Lessor in accordance with this Lease Agreement GS-09B-03205. If, after the lease term or any extensions, or succeeding lease term, the Government elects to abandon any items in place, title shall pass to the Lessor.

All other terms and conditions remain in full force and effect.

INITIALS:  & 
LESSOR GOVT