GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2 TO LEASE NO. GS-09P-LCA00147
ADDRESS OF PREMISES 2160 S. El Camino Real Oceanside, CA 92054-6203	PS0040835

THIS AMENDMENT is made and entered into between **VIA VERA CRUZ, LLC**

whose address is: 645 FRONT STREET
#1708
SAN DIEGO, CA 92101

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 give Notice to Proceed Construction, provide a means of payment for the Tenant Improvement Cost Overage, and provide the BSAC balance to date.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government execution, as follows:

Paragraphs 7.02, 7.03, and 7.04 are hereby added to the lease as follows:

7.02 NOTICE TO PROCEED CONSTRUCTION
Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable. A Notice to Proceed is hereby issued for the construction of Tenant ($826,965.82) and BSAC ($185,864.57) improvements at a total cost not to exceed **$1,012,830.39.**

7.03 TENANT IMPROVEMENT COST OVERAGE
A. The total cost for the Tenant Improvements in the amount of $826,965.82 exceeds the Tenant Improvement Allowance of $677,874.00 and as such, the tenant improvement cost overage is **$149,091.82.** The Government hereby orders this overage to be included as an addition to the Tenant Improvement Allowance and shall be paid via lump sum.

This Lease Amendment contains 2 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: [redacted]
Name: Gary W. Green
Title: Owner
Entity Name: Via Vera Cruz, LLC
Date: 2/26/18

FOR THE GOVERNMENT: [redacted]

Signature: [redacted]
Name: Daniel J. McGrath
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 3/15/2018

WITNESSED FOR THE LESSOR BY: [redacted]

Signature: [redacted]
Name: Karen L. Green [redacted]
Title: Owner
Date: 2/26/18

B. Upon completion and acceptance of Tenant Improvement Work, the Lessor shall submit for Lump Sum payment, an original and one copy of the invoice. The Original Invoice, in the amount not to exceed **$149,091.82** shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)
PO BOX 17181
Fort Worth, TX 76102

Alternatively the Lessor may submit the Invoice electronically, via the GSA Finance website at www.finance.gsa.gov

A copy of the Invoice shall be simultaneously submitted to the Contracting Officer at:

Daniel J. McGrath
Contracting Officer / Project Manager
U.S. General Services Administration
Real Estate Acquisition Division, Region 9
333 West Broadway, Suite 1001
San Diego, CA 92101

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price and quantity of the items delivered
- Annotation of GSA PS Number (will be sent after Government executes this Lease Agreement)

Title to items for which the Government makes a "LUMP SUM" payment shall vest in the Government. These items can be removed in a commercially reasonable fashion by the Government at any time. The Lessor waives any restoration in connection with these items. Unless the Government has removed the items from the Premises, the Lessor shall remain responsible for maintenance and repair of all items provided by the Lessor under this lease. If, after the lease term, any extensions or succeeding lease term, the Government elects to abandon any items in place, title shall pass to the Lessor. This paragraph shall also apply throughout the term of the lease to any work requested by the Government after occupancy.

7.04 BSAC BALANCE

The BSAC allowance is $190,830.00 and BSAC costs as the date of this NTP is $185,864.57, therefore the BSAC balance is $4,965.43. This amount shall be made available until the Government accepts the space.

All other terms of the Lease shall remain in full force and effect.

INITIALS: _____ LESSOR & _____ GOV'T