GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1 TO LEASE NO. GS-09P-LCA00147
ADDRESS OF PREMISES 2160 S. El Camino Real Oceanside, CA 92054-6203	

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 establish the Lease commencement date, and to commence Shell and Operating rent (net of TI and BSAC Costs) prior to Substantial Completion of the Space.

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

Page 1 of the Lease entitled, "Lease Term", and Section 1.03 is hereby deleted and replaced with the following:

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the following term:

15 Years, 10 Years Firm, commencing December 26, 2017 and continuing through December 25, 2032

subject to termination and renewal rights as may be hereinafter set forth.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

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: [redacted]
Name: Gary W Green
Title: Owner
Entity Name: Via Vera Cruz, LLC
Date: 1/3/2018

FOR THE GOVERNMENT:

Signature [redacted]
Name: Daniel J. McGrath
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 1/8/2018

WITNESSED FOR THE LESSOR BY:

Signature: [redacted]
Name: Karen L. Green
Title: Spouse
Date: 1/3/2018

1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

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

	Firm Term 12/26/17 - 12/25/2022	Firm Term 12/26/2022 - 12/25/2027	Non-Firm Term 12/26/2027 - 12/25/2032
	Annual Rent	Annual Rent	Annual Rent
Shell Rent[1]	$256,626.87	$295,123.56	$295,123.56
Tenant Improvements rent[2]	$0.00	$0.00	$0.00
Operating Costs[3]	$125,634.71	$125,634.71	$ 125,634.71
Building Specific Amortized Capital (BSAC)[4]	$0.00	$0.00	$0.00
Total Annual Rent	**$382,261.58**	**$420,758.27**	**$420,758.27**

[1]Shell rent calculation:
(Firm Term) Years 1-5: **$19.352** per RSF multiplied by **13,261** RSF
(Firm Term) Years 6-10: **$22.255** per RSF multiplied by **13,261** RSF
(Non-Firm Term) **$22.255** per RSF multiplied by **13,261** RSF
[2]Tenant Improvements of **$0.00** are amortized at a rate of **6.5** percent per annum over **10** years.
[3]Operating Costs rent calculation: **$9.474** per RSF multiplied by **13,261RSF**
[4]Building Specific Amortized Capital (BSAC) of **$0.00** are amortized at a rate of **6.5** percent per annum over **10** years

B. 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.

C. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) and final Tenant Improvement (TI) costs to complete the space. Once the Government accepts the space as Substantially Complete, these final costs shall be memorialized into a Lease Amendment and amortized into the rent starting the date of Substantial Completion.

D. 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.

E. 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.

F. 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."

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.

INITIALS: LESSOR & GOVT

G. Broker Commission shall be adjusted according to final TI and BSAC costs. The full TI allowance is $677,874.00, and full BSAC allowance is $190,830.00. Paragraph 1.04, "Broker Commission and Commission Credit (SEP 2015) assumes the full TI and BSAC allowance until final project costs have been reconciled and the space has been accepted as Substantially Complete.

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

INITIALS: LESSOR & GOVT