GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3 TO LEASE NO. GS-09P-LCA00147
ADDRESS OF PREMISES 2160 S. El Camino Real Oceanside, CA 92054-6203	PS0042714

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 include the amortization of TI & BSAC costs for Substantial Completion of associated work, require the Government to pay unamortized costs if the Lease is terminated in the Non-Firm Term, adjust the Broker Commission and Commission Credit, eliminate the available BSAC balance, give NTP for Change Order Work, and provide instructions to receive payment of Change Order Work.

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

From the Lease, Paragraphs 1.03 A is deleted and replaced, 1.03 B is deleted, 1.04 is deleted and replaced, 7.04 is deleted, and Paragraphs 7.05 and 7.06 have been added as follows:

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: [redacted]

Signature: [redacted]
Name: Gary W. Green
Title: Owner
Entity Name: Via Vera Cruz, LLC
Date: 11/15/2018

FOR THE GOVERNMENT: [redacted]

Signature: [redacted]
Name: Daniel J. McGrath
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 11/08/2018

WITNESSED FOR THE LESSOR BY: [redacted]

Signature: [redacted]
Name: Kitty Green
Title: Owner
Date: 11/18/2018

1.03 RENT AND OTHER CONSIDERATIONS (SEP 2015)

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

	Firm Term 11/08/2018 - 12/25/2022	**Firm Term 12/26/2022 – 12/25/2027**	**Non-Firm Term 12/26/2027 – 11/07/2028**	**Non-Firm Term 11/08/2028 - 12/25/2032**
	Annual Rent	**Annual Rent**	**Annual Rent**	**Annual Rent**
Shell Rent	$256,626.87	$295,123.56	$295,123.56	$295,123.56
Tenant Improvements rent[1]	$92,365.46	$92,365.46	$92,365.46	$0.00
Operating Costs	$125,634.71	$125,634.71	$ 125,634.71	$ 125,634.71
Building Specific Amortized Capital (BSAC)[2]	$25,325.46	$25,325.46	$25,325.46	$0.00
Total Annual Rent	**$499,952.50**	**$538,449.19**	**$538,449.19**	**$420,758.27**

[1]Tenant Improvements of **$677,873.96** are amortized at a rate of **6.5** percent per annum over **10** years.
[2]Building Specific Amortized Capital (BSAC) of **$185,864.57** is 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.~~ PARAGRAPH INTENTIONALLY DELETED.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (SEP 2015)

A. Carpenter/Robbins Commercial Real Estate, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [redacted] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [redacted] of the Commission will be payable to Carpenter/Robbins Commercial Real Estate, Inc. with the remaining [redacted], which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit.

B Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The first period of reduction in shell rent commenced with the first month of the rental payments after Lease award, and the second reduction in shell rent shall commence with the first month of rental payments after acceptance of the Tenant Improvements. Rent for computation of the Commission and Commission Credit is unadjusted for the 2018 operating cost adjustment and is reflected in this schedule for adjusted Monthly Rent:

C A total Commission Credit of [redacted] was applied over Months 1-3 of this lease, resulting in a credit overage of [redacted]. Therefore the first month's rent payable after acceptance of the Tenant Improvements with this Lease Amendment, shall consist of [redacted] plus [redacted] credit reimbursement, for a total monthly ren[redacted] adjusted Monthly Rent.

D. The amounts payable under in Subparagraph B above have been adjusted such that previously applied Commission Credits in the amount of [redacted] have been taken into account and shall not be duplicated."

~~**7.04 BSAC BALANCE**~~ PARAGRAPH INTENTIONALLY DELETED.

INITIALS: _____ LESSOR & _____ GOV'T

7.05 TENANT IMPROVEMENT CHANGE ORDER WORK

A. Upon Government execution of this Lease Amendment, the Lessor shall provide all labor, materials, and equipment to install the following items into the Premises.

Item	Change Order Costs
CO #3 Add power and data to relocated workstations	[redacted]
CO #4: Move tenant equipment to accommodate the Government's layout	[redacted]
CO #5: Additional 10' high metal stud wall to allow for KI partition layout	[redacted]
CO #6 Add dual reader control and access control card reader keypads, and add cable for additional doors and wire access control for electrified strikes	[redacted]
CO #7: Add additional electrical circuits for furniture feeds at KI demountable partitions	[redacted]
Total Change Order Costs	[redacted]

7.06 LUMP SUM PAYMENT OF THE CHANGE ORDER WORK

Upon completion and acceptance of Tenant Improvement and Change Order 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 [redacted] 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.

INITIALS: _____ LESSOR & _____ GOV'T