

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-04B-62088
ADDRESS OF PREMISES 800 Centre Park Drive, Asheville, NC 20885-1277	PDN Number:

THIS AGREEMENT, made and entered into this date by and between 363 VALENCIA, LLC

whose address is: 40 Varda Landing
Sausalito, CA 94965-1417

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 provide Notice to Proceed for the Tenant Improvements.

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:

A. Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall now hereby be construed to mean "Lease Amendment".

B. Paragraph 27 is hereby added to the lease:

27. NOTICE TO PROCEED

The Government has determined that the Lessor's TI proposal dated December 4, 2012 and hereby attached to this SLA in the amount of \$87,541.53 is fair and reasonable. Upon full execution and delivery of this Supplemental Lease Agreement (SLA) the Lessor can consider this as a Notice to Proceed with the construction of the tenant improvements, in the amount not to exceed \$87,541.53, which is less than the Tenant Improvement Allowance of \$446,215.00 (\$33.25 per ABOA x 13,420 ABOA) stipulated in Paragraph 1.08 of the Lease. The amount of \$87,541.53 shall be amortized through the rent over the firm term of the Lease (60 months) at the rate of 5%. Therefore the amortized tenant improvement cost is \$19,824.20 per annum or \$1.48 per OASF or \$1.30 per RSF.

The Government, if approved by the Contracting Officer in writing, may adjust the amortized amount to reflect any additional Tenant improvement costs during the course of the project. Any Tenant Improvement amount above the original tenant allowance of \$446,215.00 will be paid pursuant to Paragraph 3.3 of the SFO.

Upon the completion of the Tenant Improvements and the acceptance thereof by the Government, the rent commencement date and the rent schedule (including the Shell Rent, Operating Costs, and the amortized Tenant Improvement Cost) shall be established by a subsequent Lease Amendment.

This Lease Amendment contains 1 page.

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: _____
Entity Name: 363 VALENCIA LLC
Date: 12/27/12

FOR THE GOVERNMENT

Signature: _____
Name: Heather Driskell
Title: Lease Contracting Officer
GSA, Public Buildings Service, 4PRAD
Date: 01-07-13

WITNESSED

Signature: _____
Name: KIMBERLY LOWELLEN
Title: ASSISTANT
Date: 12-27-2012