

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4
	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 Change Order 1.

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. Paragraph 28 is hereby added to the lease:

28. NOTICE TO PROCEED FOR CHANGE ORDERS

The Government has determined that the Lessor's change order proposal dated March 18, 2013 and hereby attached to this Lease Amendment in the amount of \$5,678.20 is fair and reasonable. Upon full execution and delivery of this Lease Agreement (LA) the Lessor can consider this as a Notice to Proceed with the construction of the change order, in the amount not to exceed \$5,678.20, 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 \$5,678.20 shall be amortized through the rent over the firm term of the Lease (60 months) at the rate of 5%.



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.

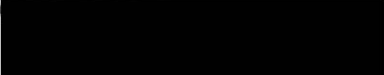
FOR THE LESSOR

Signature: 
Name: 
Title: MANROCK
Entity Name: 363 VALENCIA LLC.
Date: 3/19/13

FOR THE GOVERNMENT

Signature: 
Name: Heather Driskell
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 3-21-2013

WITNESSED FOR

Signature: 
Name: KIMBERLY LEWELLEN
Title: ASSISTANT PROPERTY MANAGER
Date: 3-19-2013