

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 3
LEASE AMENDMENT	TO LEASE NO. GS-09B-02873
ADDRESS OF PREMISES: 360 22 nd Street Oakland, CA 94612-3019	PDN Number:

THIS AMENDMENT is made and entered into between

Oakland 22nd Street Partners, LLC

whose address is: 7501 Wisconsin Ave, 1300 West
Bethesda, MD 20814-6400

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 issue a Notice to Proceed; incorporate and order Tenant Improvements which exceed the tenant improvement allowance; and provide for Lump Sum Payment of the tenant improvement costs which exceed the tenant improvement allowance.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective February 12, 2013 as follows:

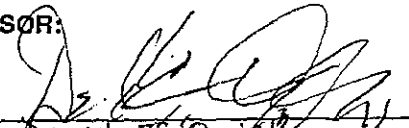
"A. Notice to Proceed is hereby issued for the construction of Tenant Improvements, as identified herein, at a total cost not to exceed \$34,385.00, inclusive of all management and architectural fees."

"B. The total cost for Tenant Improvements in the amount of \$34,385.00 exceeds the tenant improvement allowance by \$34,385.00. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$34,385.00 pursuant to Paragraph C, herein. The Lessor hereby waives restoration as a result of all improvements."

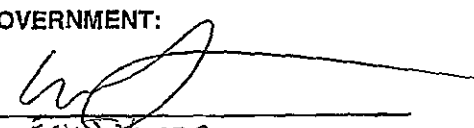
This Lease Amendment contains 37 pages.

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: 
 Name: David T. Duigley
 Title: Managing Director
 Entity Name: ASB Plaza 360 Holdings, Inc
 Date: 4/17/13

FOR THE GOVERNMENT:

Signature: 
 Name: Eric Johnson
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 4/18/13

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: _____
 Date: _____

"C. Upon completion and acceptance of Tenant Improvements identified herein, 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 \$34,385.00 shall be submitted via the GSA Finance website at www.finance.gsa.gov

A copy of the Invoice **MUST** be simultaneously submitted to the Contracting Officer either via mail or at Peter.Shteyn@gsa.gov

GSA, Real Estate Division - San Francisco
Attention: Peter Shteyn
450 Golden Gate Avenue
3rd Floor East
San Francisco, CA 94102

In order to ensure payment, 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:

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it."

INITIALS: *PS* & *ES*
LESSOR GOVT