

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	<b>LEASE AMENDMENT No. 3</b>
	<b>TO LEASE NO. GS-09B-03184</b>
<b>ADDRESS OF PREMISES:</b> 235 Pine Street, San Francisco, CA 94104	<b>PDN Number:</b> <u>PS 0027915</u>

**THIS AMENDMENT** is made and entered into between THE REALTY ASSOCIATES FUND VIII

whose address is: P.O. BOX 223378  
PITTSBURG, PA 15251-2003

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 the final Notice to Proceed, provide full funding to complete all the Tenant Improvement work and provide for lump sum payment for the Tenant Improvement costs.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective December 10, 2013, as follows:

- I. "In separate lease amendment, the Government issued a partial Notice to Proceed for Tenant Improvements in the amount of \$63,419.00. The total cost of the Tenant Improvements is \$653,126.00 exceeds the Tenant Improvement Allowance of \$74,805.00 (\$19.35/ABOA SF), which has been amortized into the rental rate.  
The Government hereby orders the remaining balance of \$589,707.00 to be added to the previously issued partial Notice to Proceed. Accordingly, the Notice to Proceed is issued in its entirety (\$653,126.00)."
- II. "Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$578,321.00, upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer.

The original invoice must be submitted directly to the GSA Finance Office at the following address:

General Services Administration  
FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

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This Lease Amendment contains 2 pages. Attachment to Lease Amendment # 3 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: \_\_\_\_\_  
 Name: SCOTT W. AMLING  
 Title: REGIONAL DIRECTOR  
 Entity Name: REALTY ASSOCIATES VIII  
 Date: 12/16/13

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
 Name: LAURIE FORTES  
 Title: Lease Contracting Officer  
 Entity: GSA, Public Buildings Service  
 Date: 12/18/13

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
 Name: DALE ST. CLAIR  
 Title: Administrative Assistant  
 Date: 12/16/13

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration  
Attn: GSA CONTRACTING OFFICER  
Address: 50 United Nations Plaza  
Address: 2<sup>nd</sup> Floor West, Room 2255  
City, State Zip: San Francisco, CA 94102

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
- GSA PDN # AS 0027915

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

III. “The Government-approved construction drawings which formed the basis for the tenant improvement costs are hereby incorporated into the lease as Exhibit E (1 page)”.

All other terms and conditions remain in full force and effect.

INITIALS:  &   
LESSOR GOVT