GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3 TO LEASE NO. GS-09P-LCA03411
ADDRESS OF PREMISES 550 Kearny Street San Francisco, CA 94108-2527	

THIS AMENDMENT is made and entered into between

550 Kearny Street, LLC, a Delaware limited liability company,

whose address is: c/o Brickman Capital, 712 Fifth Avenue, 6th Floor, New York, NY 10019-9108

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 memorialize the lease commencement date and issue a Notice To Proceed with Construction.

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 upon execution of the Government as follows:

Paragraph 7.06 is hereby replaced in its entirety with the following:

"7.06 TENANT IMPROVEMENT BALANCE

The total cost for Tenant Improvements is increased from the Lease Amendment 2 amount of $1,355,977.00 to the not to exceed amount of $1,423,995.00 as shown on Tenant Improvement cost breakdown attached as Exhibit A to Lease Amendment 3. $499,896.00 of the total amount will be amortized into the rent at 0 percent interest rate over the initial 10 years of the lease as Tenant Improvement Rent. The Tenant Improvement Rent will commence upon acceptance of the Improvements and will be memorialized in a subsequent lease amendment. The first 4 months of the Tenant Improvement Rent will be free to the Government as a rent concession. The Government hereby orders the increased lump sum balance of $68,018.00. The total lump sum balance ordered is not to exceed $924,099.00.

This Lease Amendment contains 2 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: [redacted]
Name: Bruce Brickman
Title: President
Entity Name: Brickman MGR LLC
Date: 4/17/17

FOR THE GOVERNMENT:

Signature: [redacted]
Name: James Phillipsian
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 4/19/2017

WITNESSED FOR THE LESSOR BY:

Signature: [redacted]
Name: Victoria Stylianese
Title: Secretary
Date: 4/17/17

Upon completion, inspection, and acceptance of space, 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 $924,099.00shall be submitted via the GSA Finance website at: https://finance3.gsa.gov/webVendors/.

A copy of the Invoice shall be simultaneously submitted to the Leasing Specialist at james.philliposian@gsa.gov.

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 Amendment)"

ALL OTHER TERMS AND CONDITIONS OF THE LEASE SHALL REMAIN IN FULL FORCE AND EFFECT.

INITIALS: _____ LESSOR & _____ GOV'T