# $STARR \boldsymbol{\cdot} FINLEY \textbf{llp}$

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May 6, 2014

Via U.S. Mail and Email

Lisa Congdon Development Manager THE PRADO GROUP, INC. 150 Post Street, Suite 320 San Francisco, CA 94108

## Re: CVS-Fourth Amendment to Lease Market and Noe, San Francisco, California

Dear Lisa:

Attached are two fully executed originals of the Fourth Amendment to Lease for the CVS Premises at Market and Noe Streets in San Francisco, California. These are for your permanent lease file.

Feel free to call me with any questions.

Sincerely,

STARR EPILEY . Michael Whisman

Encls. 5005

cc: Kent Jeffrey (w/encl. via email- k.jeffrey@comcast.net) Eric Starr (w/encl. via email)

### FOURTH AMENDMENT TO LEASE

THIS FOURTH AMENDMENT TO LEASE (this "Amendment") is made and entered into as of this QY day of April, 2014 (the "Effective Date"), between MARKET & NOE CENTER, a California limited partnership ("Landlord"), and GARFIELD BEACH CVS, L.L.C. ("Tenant"). Landlord and Tenant may be referred to collectively in this Amendment at times as the "Parties".

# RECITALS

A. Landlord and Tenant are parties to that certain Lease dated January 4, 2012, as amended by that certain First Amendment to Lease dated January 4, 2012, Second Amendment to Lease dated June 5, 2013, and Third Amendment to Lease dated October 1, 2013 (collectively, the "Lease") for certain property located in San Francisco, California and more particularly described in the Lease (the "Premises").

B. The Parties mutually desire to amend the Lease in certain particulars, as more particularly set forth in this Amendment.

C. Unless defined in this Amendment, all words commencing with initial capital letters shall have the same meaning prescribed to such words in the Lease.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements herein set forth and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Notwithstanding any other terms of the Lease, the parties acknowledge and agree that Tenant's use of the Required Number of Parking Spaces in the parking garage used in connection with the Project is subject to a Conditional Use Authorization decision issued by the San Francisco Planning Commission on May 16, 2013 (the "CUP"). The parties agree that the Required Number of Parking Spaces will remain open and available to the general public during Tenant's store operating hours, whether or not those garage users are patrons of the Tenant's store; and that Tenant's employees are prohibited from parking on-site, except for the Tenant's pharmacists and managers who are permitted to park in the roof top parking lot.

2. Paragraph 28(a)(ii) of the Lease is hereby deleted in its entirety and the following is substituted therefore:

28(a)(ii) The Required Number of Parking Spaces within the Parking Areas shall be available to Tenant's customers on a non-exclusive basis. Such parking rights will be for parking on a short term basis in accordance with the terms of the CUP and Landlord shall enforce the same. Notwithstanding the foregoing, Landlord shall have the right to provide reserved parking spaces for other tenants in the Building provided the Required Number of Parking Spaces within the Parking Areas shall be available to Tenant's customers on a non-exclusive basis and provided further such grant of reserved parking

Store 10036 Market & Noe San Francisco, CA rights is allowed by applicable governmental authorities having jurisdiction over the Project.

3. <u>No Modification</u>. Except as expressly provided to the contrary in this Amendment, the Lease shall remain in full force and effect and unmodified. In the event of a conflict between the terms and provisions of this Amendment and the Lease, this Amendment shall prevail.

4. <u>Counterparts</u>; Facsimile Execution. This Amendment may be executed in counterparts, all of which shall constitute the same agreement, notwithstanding that all parties to this Amendment are not signatory to the same or original counterpart. Delivery of an executed counterpart of this Amendment by facsimile or .pdf e-mail attachment shall be equally as effective as delivery of an original executed counterpart. Any party delivering an executed counterpart of this Amendment by facsimile or .pdf e-mail attachment also shall deliver an original executed counterpart of this Amendment by facsimile or .pdf e-mail attachment also shall deliver an original executed counterpart of this Amendment, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Amendment.

(signatures page follows)

IN WITNESS WHEREOF, Landlord and Tenant have executed this Fourth Amendment to Lease to be effective as of the Effective Date.

LANDLORD:

MARKET & NOE CENTER, a California limited partnership

Kent Jeffrey, General Parmer By:\_

Dated: April 24, 2014

TENANT:

Garfield Beach CVS, L.L.C.

By:\_(

Name: Title: Cheryl A. Green Assistant Secretary

CVS Legal Approval: CAG Dated: 4/24/14