

## FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("Amendment") is made and entered into as of this 11<sup>th</sup> day of January, 2012 (the "Effective Date"), between Market & Noe Center, a California Limited Partnership ("Landlord") and Garfield Beach CVS, L.L.C., a California limited liability company ("Tenant"). Landlord and Tenant are collectively referred to herein as the "Parties".

### RECITALS

~~2012~~ A. Landlord and Tenant are parties to that certain Lease dated ~~December~~ January 4, ~~2011~~ (the "Lease") for certain property located in San Francisco, California and more particularly described in the Lease (the "Property").

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. Section 2(d) of Part II. Section 2(d) of Part II of the Lease shall be amended to add at the end thereof the following:

If any governmental agency having authority shall impose as a condition of issuance of the Permits any off-site improvements or material change in the off-site conditions immediately adjacent to the Project in addition to those described above (collectively "Additional Off-Site Conditions"), Tenant shall have the right to approve such Additional Off-Site Conditions, such approval not to be unreasonably withheld; in addition, Landlord shall have the right to disapprove any Additional Off-Site Conditions that will have a material, adverse effect on the Project as a whole, as determined by Landlord in its reasonable judgment. The cost of any Additional Off-Site Conditions approved by Tenant (and not disapproved by Landlord), shall be completed by Tenant at its sole cost as part of Tenant's Work. If Tenant in the exercise of its reasonable judgment disapproves any Additional Off-Site Conditions, it may terminate the Lease upon written notice to Landlord given not later than fifteen (15) business days following the date on which the government agency decision imposing such Additional Off-Site Conditions becomes final, which notice shall specify Tenant's grounds for disapproval. If

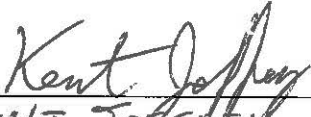
Tenant disapproves any Additional Off-Site Conditions because of cost which, notwithstanding anything contained herein to the contrary, it may do in its sole and absolute discretion, Landlord may void Tenant's termination if it shall, within ten (10) days of receipt of Tenant's termination notice, give written notice to Tenant confirming its agreement to pay the costs of such Additional Off-Site Conditions.

2. No Modification. 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.



3. Counterparts; 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, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Amendment.

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

LANDLORD: Market & Noe Center, a California Limited Partnership

By:   
Name: KENT JEFFREY  
Title: GENERAL PARTNER  
Dated: 12/19/11

TENANT: Garfield Beach CVS, L.L.C., a California limited liability company

By:   
Name: Mark J. Miller  
Title: Vice President  
CVS Legal Approval:   
Dated: 1/4/12