

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE ("Amendment") is made and entered into as of this 5 day of JUNE, 2013 (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

- A. Landlord and Tenant are parties to that certain Lease dated January 4, 2012 and that certain First Amendment to Lease dated January 4, 2012 (collectively, 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. Article 22 of Part I. The Outside Government Permits Date shall be extended to the Sixtieth (60th) day from the Effective Date; provided however Tenant shall have the right to further extend the Outside Government Permits Date for one (1) forty-five (45) day period in the event that Permits have not yet issued and Tenant provides Landlord with written notice of such extension prior to the expiration of Outside Government Permits Date.
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: Kent Jeffery, general partner
Name:
Title:

Dated: 5/31/13

TENANT:

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

By: [Signature]
Name: Mark J. Miller
Title: Vice President

CVS Legal Approval: [Signature]

Dated: 4/4/13