

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3 TO LEASE NO. GS-09B-03338
ADDRESS OF PREMISES 490 Wiget Lane Walnut Creek, CA 94598	PDN Number: N/A

THIS AMENDMENT, made and entered into between

Berkeley Land CO INC.

whose address is 321 Hartz Avenue, #200, Danville, CA 94506-3336

and whose interest in the property hereinafter described is that of OWNER, 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 revise the commission and commission credit.

NOW THEREFORE, these parties for the 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:

Accordingly, the following Paragraph 1.04 is deleted in its entirety and substituted therefore.

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. Jones Lang LaSalle Americas, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to Jones Lang LaSalle Americas, Inc. with the remaining [REDACTED] which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

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: Michael S. McKinnel

Title: VP

Entity Name: Berkeley Land Co. Inc.

Date: August 15, 2016

FOR THE GOVERNMENT:

Signature: [REDACTED]

Name: Gabriel Shuken

Title: Lease Contracting Officer

GSA, Public Buildings Service,

Date: 8/15/16

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]

Name: Christine Ho

Title: Accountant

Date: August 15, 2016

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:


Month 3 Rental Payment \$22,212.51 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent. *

Month 4 Rental Payment \$22,212.51 minus prorated Commission Credit of [REDACTED] equals \$ [REDACTED] adjusted 4th Month's Rent. *

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

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

INITIALS:


LESSOR

&


GOV'T