

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-09B-03338
LEASE AMENDMENT	
ADDRESS OF PREMISES 490 Wiget Lane Walnut Creek, CA 94598	PDN Number: N/A

THIS AMENDMENT is 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 remove the TI rates from the rental schedule

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 1.03 is hereby deleted in its entirety and the following substituted:

"1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$0.00	\$159,134.40	\$191,701.44
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$0.00	\$0.00	\$0.00
OPERATING COSTS <sup>3</sup>	\$0.00	\$107,415.72	\$107,415.72
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$0.00	\$0.00	\$0.00
PARKING <sup>5</sup>	\$0.00	\$0.00	\$0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$0.00</b>	<b>\$266,550.12</b>	<b>\$299,117.16</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) \$17.20 per RSF multiplied by 9,252 RSF

(Non Firm Term) \$20.72 per RSF multiplied by 9,252 RSF

<sup>2</sup>There is no Tenant Improvement Allowance.

<sup>3</sup>Operating Costs rent calculation: \$11.61 per RSF multiplied by 9,252 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$0.00

<sup>5</sup>Parking costs described under sub-paragraph II below

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. Micholich

Title: V.P.

Entity Name: Berkeley Land Co. Inc.

Date: 6-7-16

FOR THE GOVERNMENT:

Signature: [REDACTED]

Name: GABRIEL SHUCKEN

Title: Lease Contracting Officer

GSA, Public Buildings Service,

Date: 6/14/16

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]

Name: Christine Ho

Title: Accountant

Date: 6/7/2016

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