GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3 TO LEASE NO. GS-09P-LCA03265
ADDRESS OF PREMISES 2045 Allston Way Berkeley, CA 94704-1417	

THIS AGREEMENT, made and entered into this date by and between **FIRST SHATTUCK, LLC,**

whose address is: 2150 SHATTUCK AVENUE, BERKELEY, CA 94704-1345

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 establish the term, to increase the firm term, to initiate rent commencement and memorialize future amortization of TI rent.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government execution, as follows:

[1] The "**LEASE TERM**" is hereby deleted and replaced with the following:

"LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning [redacted] and continuing through [redacted], subject to termination rights as may be hereinafter set forth."

[2] Paragraph 1.03 is hereby deleted and replaced with the following:

1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

<<Continued on the following page>>

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: [redacted]

Signature: [redacted]
Name: Scott W. Kramer
Title: Manager
Entity Name: First Shattuck, LLC
Date: 8/4/17

FOR THE GOVERNMENT:

Signature: [redacted]
Name: James Phillipossian
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 8/9/2017

WITNESSED FOR THE LESSOR BY:

Signature: [redacted]
Name: Heather Scott
Title: Property Manager
Date: 8/4/17

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

	[redacted]	[redacted]	[redacted]	[redacted]
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	
SHELL RENT[1,4]	$278,399.10	$278,399.10	$328,904.10	$374,125.50
TENANT IMPROVEMENTS RENT[2]	$ 0.00	$ 0.00[2]	$ 0.00[2]	$ 0.00
OPERATING COSTS[3]	$ 77,078.40	$ 77,078.40	$ 77,078.40	$ 77,078.40
TOTAL ANNUAL RENT	**$355,477.50**	**$355,477.50**	**$405,982.50**	**$451,203.90**

[1]Shell rent calculation:
(Years 1-5) $31.005579 per RSF multiplied by 8,979 RSF
(Years 6-10) $36.630370 per RSF multiplied by 8,979 RSF
(Years 11-15) $41.666722 per RSF multiplied by 8,979 RSF
[2]The Tenant Improvement Allowance, not to exceed a maximum of $266,277.90, will be amortized after acceptance of TIs by the Government at a rate of 8 percent per annum over the remaining firm term of the Lease. The amount of the final Tenant Improvement Allowance, the date of the Government's acceptance of TIs, and applicable rental adjustments will be memorialized by Lease Amendment.
[3]Operating Costs rent calculation: $8.584297 per RSF multiplied by 8,979 RSF
[4]Parking costs for the 3 GOV is included in the Shell Rent

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 7,770 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. INTENTIONALLY DELETED.

E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

F. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

H. INTENTIONALLY DELETED.

[3] Paragraph 1.05 is hereby deleted and replaced with the following:

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after November 16, 2027, by providing not less than **ninety (90) calendar** days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

All other terms of the Lease shall remain in full force and effect.

INITIALS: LESSOR & GOV'T