GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2 TO LEASE NO. GS-09P-LCA03265
ADDRESS OF PREMISES 2045 Allston Way Berkeley, CA 94704-1417	PDN# **PS003833**

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 issue the Notice To Proceed with Tenant Improvement work, to authorize the Tenant Improvement cost overage, and to establish the procedure for the Government's Lump Sum Payment of the Tenant Improvement cost overage.

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

Paragraph 7.03 and Exhibit "2A" are added.

7.03 NOTICE TO PROCEED WITH TI CONSTRUCTION

[1] Notice to Proceed with TI Construction: Following a Government review of the submitted cost proposal, and in accordance with Paragraph 4.01H of the Lease, the Government has determined that the TI bid submitted by Lessor is fair and reasonable. A Notice to Proceed is hereby issued for the construction of Tenant Improvements at a total cost not to exceed $598,037.20. Exhibit "2A" attached to this Lease Amendment 2 provides the TI price summary.

[2] Tenant Improvement Cost Overage: The total cost for the Tenant Improvements in the amount of $598,037.20 exceeds the Tenant Improvement Allowance (TIA) of $266,277.90. As such, the Tenant Improvement Cost Overage is $331,759.30 (Total TI cost of $598,037.20 minus TIA of $266,277.90).

<<Continued on the following page>>

This Lease Amendment contains 3 pages, including Exhibit "A" to Lease Amendment #2.

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. Newman
Title: Manager
Entity Name: First Shattuck, LLC
Date: 5/15/17

FOR THE GOVERNMENT: [redacted]

Signature: [redacted]
Name: [redacted] James Phillipossian
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 5/23/2017

WITNESSED FOR THE LESSOR BY: [redacted]

Signature: [redacted]
Name: EDWARD D PIKE III
Title:
Date: 5/15/17

[3] Lump Sum Payment of the Tenant Improvement Cost Overage: Upon completion and acceptance of Tenant Improvements identified herein, the Lessor shall submit for Lump Sum payment, an original and one copy of the invoice. The Original Invoice, in the amount not to exceed $331,759.30 shall be submitted electronically, via the GSA Finance website at www.finance.gsa.gov

A copy of the Invoice shall be simultaneously submitted to the Contracting Officer at:

Joel Gomez
Lease Contracting Officer
General Services Administration
50 United Nations Plaza, 2nd Floor, Room ____
San Francisco, CA 94102

A proper invoice must include the following:

- Invoice Date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price and quantity of the items delivered
- Annotation of GSA PS Number, which will be provided by the Government after the Government executes this Lease Amendment

Title to items for which the Government makes a "LUMP SUM" payment shall vest in the Government. These items can be removed in a commercially reasonable fashion by the Government at any time. The Lessor waives any restoration in connection with these items. Unless the Government has removed the items from the premises, the Lessor shall remain responsible for maintenance and repair of all items provided by the Lessor under this lease. If, after the lease term, any extensions or succeeding lease term, the Government elects to abandon any items in place, title shall pass to the Lessor. This paragraph shall also apply throughout the term of the lease to any work requested by the Government after occupancy.

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

INITIALS: _____ LESSOR & _____ GOV'T

Exhibit "A" to Lease Amendment #2, LCA03265

GSA	TENANT IMPROVEMENTS COST SUMMARY (TICS)			
	for	GS_09P-LCA03265	ABOA SF=	7,770
	Agency:	[redacted]	TIA PER ABOA SF=	$ 34.27
April 18, 2017	Location:	Berkeley, CA	TOTAL TIA	$ 266,278
	RU Factor	1.16	RSF=	8,979

Masterformat CSI	System Elements		TI*	SHELL**
Div 1	General Requirements		[redacted]	$ 2,698,000
Div 2	Site work & Demolition			$ 21,260,00
Div 3	Concrete			$ [illegible]
Div 4	Foundations / Masonry			$ [illegible]
Div 5	Metals			$ [illegible]
Div 6	Woods & Plastics			$ [illegible]
Div 7	Thermal & Moisture			$ [illegible]
Div 8	Doors & Windows			$ [illegible]
Div 9	Finishes			$ 22,937,216
Div 10	Specialties			$ [illegible]
Div 11	Equipment			$ [illegible]
Div 12	Furnishings			$ [illegible]
Div 13	Special Construction			$ [illegible]
Div 15	General Construction			$ [illegible]
Div 21	Fire Suppression			$ [illegible]
Div 22	Plumbing			$ 3,949,865
Div 23	HVAC			$ [illegible]
Div 26.1	Electrical			$ [illegible]
Div 26.2	Lighting			$ 34,784,4[illegible]
Div 27	Communications, Security & Other Elec. Systems			$ [illegible]
Div 28.1	Electrical safety & Security			$ [illegible]
Div 28.2	Security			$ [illegible]
Div 32	Exterior			$ [illegible]
Subtotal	Trade Costs			$ 90,659,1[illegible]
	General Contractor Fee	Percent		$ 1,499,57[illegible]
Subtotal	Construction Costs			$ 96,099,08[illegible]
	Architectural & Engineering Fees (NIC DID costs)	lump sum		$ [illegible]
	Other Lessor Costs Established Under the Lease			$ [illegible]
Subtotal	Lessor's Costs:			$ 96,099,08[illegible]
	Lessor's Project Management Fee	Percent		[redacted]
Total	**Price to Government:**			
		Cost per ABOA SF		$ 12,37[illegible]
		Cost per RSF	[redacted]	$ 10,70[illegible]

Notes:

* Include all subcontractors' costs.

** Shell and core work items within tenant space will include those items for a warm lit shell. Please refer to the SHELL DEFINITIONS tab, and the lease for further information.

Initials: _____ (Lessor) / _____ (Gov't)