GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5 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 issue a Notice to proceed for Change Order Numbers 1,2,3,4,5,6,7,8,9 and 10, accept the Tenant Improvements, and adjust the rent table and commission credit paragraphs as described below.

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] Paragraph 1.03 of the Lease is deleted in its entirety and replaced with the following:

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**	**ANNUAL RENT**
SHELL RENT[1,4]	$278,399.10	$278,399.10	$328,904.10	$374,125.50
TENANT IMPROVEMENTS RENT[2]	$ 0.00	$ 38,772.30	$ 38,772.30	$ 0.00
OPERATING COSTS[3]	$ 77,078.40	$ 77,078.40	$ 77,078.40	$ 77,078.40
TOTAL ANNUAL RENT	**$355,477.50**	**$394,249.80**	**$444,754.80**	**$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 of **$266,277.90** is amortized at a rate of **8** percent per annum over 10 years, following acceptance of the TIs by the Government.

[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

This Lease Amendment contains 3 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 Hoover
Title: Manager
Entity Name: First Shattuck, LLC
Date: 11/9/17

FOR THE GOVERNMENT: [redacted]

Signature: [redacted]
Name: James Phillipsian
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 11/16/2017

WITNESSED FOR THE LESSOR BY:

Signature: [redacted]
Name: MATTHEW KAPLAN
Title: VICE PRESIDENT
Date: 11/9/17

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. INTENTIONALLY DELETED.

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.

[2] Paragraph 1.04 of the Lease is hereby deleted in its entirety and replaced with the following:

1.04 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. **Carpenter/Robbins Commercial Real Estate, 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 **Carpenter/Robbins Commercial Real Estate, 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.

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 **1** Rental Payment $**29,623.13** minus prorated Commission Credit of [redacted] equals [redacted] adjusted **1st** Month's Rent.*
Month **2** Rental Payment $**29,623.12** minus prorated Commission Credit of [redacted] equals [redacted] adjusted **2nd** Month's Rent.*

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

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

1.05 TERMINATION RIGHTS (AUG 2011)

INITIALS: _____ LESSOR & _____ GOV'T

The Government may terminate this Lease, in whole or in part, at any time effective after October 31, 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.

[4] The following Change Orders are hereby approved by the Government as follows:

Following a Government review of the submitted cost proposals for Change Orders 1,2,3,4,5,6,7,8,9 and 10 (attached and as detailed below), the Government has determined that the bids submitted are fair and reasonable and a Notice to Proceed is hereby issued for construction associated with the change orders, as identified herein, at a total cost not to exceed [redacted] inclusive of all management, architectural, administrative and contractor fees. The scope of work is summarized in the table below:

Change Order No.	Description of Work	Approved Cost
1	Relocation of TV [redacted]	[redacted]
2	Install additional emergency lighting in 8 interior rooms	[redacted]
3	Restroom Upgrades	[redacted]
4	Install temporary door during phasing work	[redacted]
5	Painting of store front to match new color	[redacted]
6	Installation of additional street front signage	[redacted]
7	Install 20 T-Bar diffusers and 15 returns	[redacted]
8	Install new blinds	[redacted]
9	DTI – Doorbell and Keypad	[redacted]
10	Rekey Doors to match master key	[redacted]
Total		[redacted]

Upon completion and acceptance by the Government of the Tenant Improvements identified herein, the Lessor shall submit for Lump Sum payment. Lessor shall contact the GSA Contracting Officer for the "PS Number", which must be annotated on the invoice. The invoice, in the amount **not to exceed** [redacted] 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:

GSA, Real Estate Division – San Francisco
Attention: Joel Gomez, Lease Contracting Officer
50 United Nations Plaza, 2nd Floor
San Francisco, CA 94102
Email: Joel.Gomez@gsa.gov

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
- The invoice will reference GSA PS # (to be provided by GSA upon completion of COs)

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

The Lessor hereby waives restoration as a result of all improvements. Unless the Government has removed such items from the Premises, the Lessor shall repair and maintain such items provided by the Lessor in accordance with this Lease Agreement GS-09P-LCA03265. If, after the lease term or any extensions, or succeeding lease term, the Government elects to abandon any items in place, title shall pass to the Lessor.

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

INITIALS: _____ & _____
LESSOR GOV'T