GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1 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 revise the Broker Commission and Commission Credit.

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 1.04 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 **$32,854.15** minus prorated Commission Credit of [redacted] equals [redacted] adjusted **1st** Month's Rent.*

Month **2** Rental Payment **$32,854.15** 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."

This Lease Amendment contains 1 page.

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 A. Nevin
Title:
Entity Name:
Date:

FOR THE GOVERNMENT: [redacted]

Signature: [redacted]
Name: For Eric Johnson
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 7/7/15

WITNESSED FOR THE LESSOR BY: [redacted]

Signature: [redacted]
Name: EDWARD D. PIKE III
Title:
Date: 7/6/15