

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2 TO LEASE NO. GS-10B-07174
	ADDRESS OF PREMISES Blackriver Corporate Park III 560 Naches Ave. SW Bldg C, Renton, WA 98057-2219

THIS AGREEMENT, made and entered into this date by and between
 BLACKRIVER JV, LLC

whose address is: 1301 SHOREWAY ROAD, SUITE 250, BELMONT, CA 94002-4156

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 renew the lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 30, 2014 as follows:

Lease Amendment (LA) No. 2 is issued to add and exercise a 3-year renewal option and adjust the rent accordingly. Therefore, GSA Form 3626, Part II-Paragraph B. Term 3., Part II-Paragraph C. Rental-5, GSA Form 3626 Attachment Sheet Number 1- Page 5 of 11 Janitorial Requirements - Paragraph 12 and GSA Form 3626 Attachment Sheet Number 1- Page 10 of 11 Janitorial Requirements - Paragraph 9. are deleted in their entirety and replaced below. GSA Form 3626 Part II-Paragraph C. Rental-6 and GSA Form 3626 Attachment Sheet Number 2- Rate Structure are hereby deleted.

Part II-Paragraph B. Term 3.

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on April 21, 2010 through September 30, 2017, inclusive. There are no termination rights.

Continued on page 2.

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: _____
 Name: _____
 Title: _____
 Entity Name: _____
 Date: 9/19/14

FOR THE GOVERNMENT:

Signature: _____
 Name: _____
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: SEP 25 2014

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: Veronica Schain
 Title: Office Manager
 Date: 9/19/14

Part II-Paragraph C. Rental-5

The Government shall pay the Lessor annual rent per the table below. Rent shall be paid monthly, in arrears. Rent for a lesser period shall be prorated. No other adjustments shall be made to the lease.

Rent Period	Shell	Operating	Taxes	Total Monthly Rent	Total Annual Rent
10/1/2014 – 09/30/2015	\$73,394.10	\$39,479.31	\$8,298.81	\$10,097.69	\$121,172.22
10/1/2015 – 09/30/2016	\$78,526.89	\$39,479.31	\$8,298.81	\$10,525.42	\$126,305.01
10/1/2016 – 09/30/2017	\$83,515.77	\$39,479.31	\$8,298.81	\$10,941.16	\$131,293.89

Rent checks shall be made payable to:
 Blackriver JV-dba: Blackriver I
 c/o Blackriver JV, LLC
 PO BOX 101359
 Pasadena, CA 91189-0005

Part II-Paragraph C. Rental-6

Intentionally deleted.

GSA Form 3626 Attachment Sheet Number 1- Page 5 of 11 Janitorial Requirements - Paragraph 12

Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Control pests as appropriate.

GSA Form 3626 Attachment Sheet Number 1- Page 10 of 11 Janitorial Requirements - Paragraph 9

A card reader that is compatible with the present office/reader. Repair and maintenance of this access control system shall be the responsibility of the Government.

GSA Form 3626 Attachment Sheet Number 2- Rate Structure

Intentionally deleted.

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

INITIALS: JK & KS
 LESSOR GOVT