GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
LEASE AMENDMENT	TO LEASE NO. GS-09B-03047
ADDRESS OF PREMISES: 850 West Adams Street PHOENIX, AZ 85007-2757	PDN Number: N/A

THIS AMENDMENT is made and entered into between

BRCP Grace Court, LLC

whose address is: 248 Homer Avenue
Palo Alto, CA 94301

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease change the rent.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

Paragraph 1.03 of the Lease is hereby deleted in its entirety and replaced as follows:

"1.03 RENT AND OTHER CONSIDERATIONS (SEP 2012)

Beginning September 1, 2013 through February 28, 2014 rent will be at ZERO cost to the Government.

This Lease Amendment contains 1 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: 2-21-14

FOR THE GOVERNMENT:

Signature:
Name:
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 3/24/14

WITNESSED FOR THE LESSOR BY:

Signature:
Name: ANURADHA PATNAIK RAM
Title: Office and Systems Manager
Date: 2.21.14

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

	FIRM TERM ANNUAL RENT
SHELL RENT[1]	$715,504.05
TENANT IMPROVEMENTS RENT[2]	$10,991.44
OPERATING COSTS[3]	$240,468.00
PARKING[5]	$0.00
TOTAL ANNUAL RENT	$966,963.49

1Shell rent (Firm Term) calculation: **$18.43 (rounded)** per RSF multiplied by 38,824 RSF
2The Tenant Improvement Allowance of **$109,914.44** is amortized at a rate of 0 percent per annum over 10 years.
3Operating Costs rent calculation: **$6.19 (rounded)** per RSF multiplied by 38,824 RSF
4Parking costs described under sub-paragraph H below

B.   Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 34,081 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 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.   Parking shall be provided at a rate of $0.00 per parking space per month (Structure), and $0.00 per parking space per month (Surface)."

INITIALS: _____ & _____
          LESSOR   GOV'T