

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE AMENDMENT NO. 1

TO LEASE NO. **GS-10B-07174** BLDG NO. **WA7910ZZ**

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

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended, effective December 26, 2012, as follows:

Lease Amendment (LA) Number 1 has been prepared to memorialize the change in ownership through the Lease Assumption Agreement and to modify the lessor and payee information. Therefore, Part II, paragraphs 8, 9a and 9b are deleted in their entirety and replaced with the same numbered paragraphs in lieu thereof; and the following additions to Part III Award are hereby added to the lease.

Paragraph 8. Make checks payable to:

**Blackriver JV, LLC**  
**c/o Blackriver I Property**  
**PO Box 101358**  
**Pasadena, CA 91189-0005**

Paragraph 9a. Name and Address of Owner:

**Blackriver JV, LLC**  
**1301 Shoreway Road, Ste 250**  
**Belmont, CA 94002-4156**

Paragraph 9b. Telephone Number of Owner

**(650)373-1610**

Part III – Award: The following are attached and made a part hereof: Lease Assumption Agreement, GSA Form 3518.

Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment". All other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the be

FOR

Signature

Name:

*Eric Lopez*

Title:

*Manager*

Entity Name:

*Blackriver JV, LLC*

Date:

*10/18/13*

FOR THE

Signature

Name:

*W J. MOHL*

Title: Lease Contracting Officer

**CONTRACTING OFFICER**

Entity Name: GSA, Public Building Service

Date:

*NOV 8 2013*

WITNESSE

Signature:

Name:

*Antonia Gunion*

Title:

*Leasing Administrator*

Date:

*10/18/13*



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LEASE ASSUMPTION AGREEMENT

THIS AGREEMENT entered into by and between ECI Two Blackriver, LLC, hereinafter called "transferor", Blackriver JV, LLC, hereinafter called "Transferee", and the United States of America, acting by and through the Administrator of General Services Administration, hereinafter called the "Government".

WITNESSETH:

WHEREAS, the Transferor and the Government have heretofore entered into a certain lease, No. GS-10B-07174, which contains no (0) Lease Amendments, whereby the Transferor leases to the Government certain real property more particularly described as follows:

4,797 rentable, 4,797 usable square feet of office and related use space and 23 parking space(s); located at Blackriver Corporate Park III, 560 Naches Ave SW, Bldg C. Renton, WA 98057-2219.

Which lease as amended is hereinafter referred to as the "Lease"; and

WHEREAS, the Transferor has sold the leased property to the Transferee and has assigned to the Transferee all the Transferor's rights under the lease; and

WHEREAS, the Transferee has assumed all the Transferor's obligations under the lease; and

WHEREAS, evidence of the transfer of the property and the assignment have been furnished to the Government,

NOW, THEREFORE, in consideration of the promises, the parties hereto mutually agree as follows:

1. The Transferor hereby confirms said assignment, conveyance and transfer to the transferee, and does hereby release and discharge the Government from, and does hereby waive, any and all claims, demands, and rights against the Government, which it now has or may hereafter have in connection with the Lease.

2. The Transferee hereby assumes, agrees to be bound by, and undertakes to perform each and every one of the terms, covenants, and conditions contained in the Lease. The Transferee further assumes all obligations and liabilities of, and all claims

INITIALS: [Signature] & [Signature] & AGM  
Transferor Transferee Government

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and demands against the Transferor under the Lease, in all respects as if the Transferee were the original party to the Lease.

3. The Transferee hereby ratifies and confirms all actions heretofore taken by the Transferor with respect to the lease with the same force and effect as if the action had been taken by the Transferee.

4. The Government hereby recognizes the Transferee as the Transferor's successor in interest in and to the Lease. The Transferee hereby becomes entitled to all right, title, and interest of the Transferor in and to the Lease in all respects as if the transferee were the original party to the Lease. The term "Lessor" as used in the Lease shall be deemed to refer to the Transferee rather than to the Transferor.

5. Except as expressly provided therein, nothing in this Agreement shall be construed as a waiver of any rights of the Government against the Transferor.

6. Notwithstanding the foregoing provision, all payments and reimbursements heretofore made by the Government to the Transferor and all other action heretofore taken by the Government, pursuant to its obligations under the Lease, shall be deemed to have discharged pro tanto the Government's obligations under the lease. All payments and reimbursements made by the Government after the effective date of this Agreement in the name of or to the Transferor shall have the same force and effect as is made to said Transferee and shall constitute a complete discharge of the Government's obligations under the Lease to the extent of the amounts so paid or reimbursed.

7. The Transferor hereby guarantees payment of all liabilities and the performance of all obligations which the Transferee (1) assumes under this Agreement, or (2) may hereafter undertake under the Lease as they may hereafter be amended or modified; and the Transferor hereby waives notice of and consents to any such amendments or modifications.

8. Except as herein modified, the Lease shall remain in full force and effect:

IN WITNESS WHEREOF, each of the parties hereto have executed this Agreement effective NOV 8 2013



UN [REDACTED] AMERICA  
Gen [REDACTED] Administration

BY [REDACTED]  
Gen [REDACTED] Administration  
Contracting Officer

**ANDREW J. MOHL**  
**CONTRACTING OFFICER**

INITIALS: [Signature] & [Signature] & ASM  
Transferor Transferee Government

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Payee's Name and Address:

Blackriver JV, LLC  
c/o Blackriver I Property  
P.O. Box 101358  
Pasadena, CA 91189-0005

Payee Telephone Number:

[REDACTED]

Payee SSN or Employee ID #:

[REDACTED]

[REDACTED]

(Signature) TRANSFEROR

Eric Yipes Manager

Printed Name and Title

656 373 1230

Phone Number

[REDACTED]

(Signature) TRANSFEREE

Eric Yipes Manager

Printed Name and Title

[REDACTED]

Phone Number

Please include instructions referencing  
Who is to be contacted for daily management:

Primary Contact: Diane M. Decker

Title: Senior Property Manager

Direct: 425.457.7453

Email: dianed@jshproperties.com