

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 11

TO LEASE NO. **GS-10B-07112** BLDG NO. **WA7988ZZ**

ADDRESS OF PREMISES
9930 Evergreen Way, Ste X-100, Everett, WA 98204

THIS AGREEMENT, made and entered into this date by and between Evergreen 9930 L.L.C.,

Whose address is 5851 S. 194th St., Kent, WA 98032-2125

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 March 31, 2014, as follows:

Lease Amendment (LA) Number 11 has been prepared to memorialize the change in ownership through the Lease Assumption Agreement. Therefore, the Payee address in paragraph 3, part II is deleted its entirety and replaced as shown below, and the following additions to Paragraph 7 are hereby added to the lease.

3. Part II

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

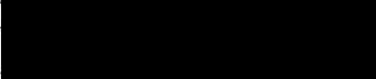
Evergreen 9930 L.L.C.
5851 S. 194th St.
Kent, WA 98032-2125

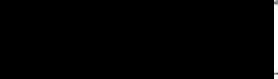
7. The following are attached and made a part hereof: Lease Assumption Agreement, 3 pages; GSA Form 3518, 7 pages.

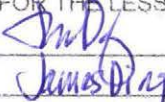
Use of the GSA Form 276, Supplemental Lease Agreement has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment".

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 below date.

FOR THE LESSOR:
Signature: 
Name: Robert D McDonald
Title: Member
Entity Name: Evergreen 9930 LLC
Date: 4-15-14

FOR THE GOVERNMENT:
Signature: 
Name: J. MOHL
Title: CONTRACTING OFFICER
Entity Name: GSA, Public Building Service
Date: MAY 15 2014

WITNESSED FOR THE LESSOR BY:
Signature: 
Name: James Ding

Title: Individual
Date: 4-15-14



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LEASE ASSUMPTION AGREEMENT

THIS AGREEMENT entered into by and between EBP Building X LLC, hereinafter called "transferor", Evergreen 9930 L.L.C., 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-07112, as amended by the following: Supplemental Agreements No. 1, dated 1/26/2012, No. 2, dated 2/28/2012, No. 3, dated 6/15/2012, No. 4, dated 8/16/2012, No. 5, dated 10/29/2012, No. 6, dated 12/13/2012, No. 7, dated 2/8/2013, No. 8, dated 4/2/2013, No. 9, dated 4/2/2013, and No. 10, dated 5/1/2013, whereby the Transferor leases to the Government certain real property more particularly described as follows:

7,408 rentable, 7,408 usable square feet of office and related use space and 10 parking space(s), located at 9930 Evergreen Way, STE X 100, Everett, WA 98204-3889.

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

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Transferor Transferee Government

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Lease. The Transferee further assumes all obligations and liabilities of, and all claims 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 MAY 15 2014

ANDREW J. MOHL
CONTRACTING OFFICER

UNITED STATES OF AMERICA

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Transferor Transferee Government

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General Services Administration
Contracting Officer

Payee's Name and Address:

EVERGREEN 9930 LLC
5851 S. 194TH STR.
KENT, WA 98032

Payee Telephone Number:
(253) 872-9919

Payee SSN or Employee ID #:
[REDACTED]

BY
(S) [REDACTED] REFEROR
CHARLES MOHSEIN MGR
Printed Name and Title
2066059422
Phone Number

BY
(S) [REDACTED]
ROBERT MCDONAL, MANAGING PARTNER
Printed Name and Title
(425) 269-4800
Phone Number

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

Approved as to Form
[REDACTED]
Regional Counsel

AGM