





**GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE**

**LEASE ASSUMPTION AGREEMENT**

THIS AGREEMENT entered into by and between TWO MAIN DEVELOPMENT LLC, hereinafter called "transferor", AAT Oregon Office I, 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. LOR07129, as amended by the following: Supplemental Agreements No. 1, dated May 21st, 2010, No. 2, dated July 26<sup>th</sup>, 2010, No. 3, does not exist, No. 4, dated August 9th, 2010, No. 5, dated August 16th, 2010, No. 6, dated November 22nd, 2010, No. 7, dated December 16th, 2010, No. 8, dated January 28th, 2011, whereby the Transferor leases to the Government certain real property more particularly described as follows:

93,572 rentable 84,985 usable square feet of office and related use space and 30 parking space(s); located at 100 SW Main Street, Portland, Oregon 97204-1000.

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 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.

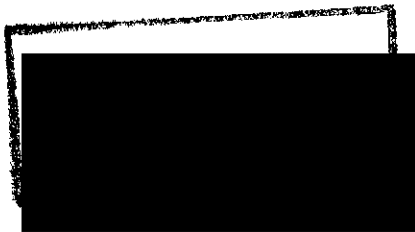
6. Notwithstanding the foregoing provision, all payments and reimbursements heretofore made by the Government to the Transferor and all other action heretofore taken by the Government, pursuant to its obligations under the Lease, shall be deemed to have discharged pro tanto the Government's obligations 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 3/11/2011

**ANDREW J. MOHL**  
CONTRACTING OFFICER



UNITED STATES OF AMERICA  
General Services Administration,  
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EROR  
*g Meyer*

Payee's Name and Address:  
AAT Oregon Office I, LLC  
5 First American Way  
Santa Ana, California 92707

Telephone Number:

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Social Security or Employer  
ID Number:

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Telephone Number:

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(Signature) TRANSFEREE

*Anthony Rossi*

Printed Name

*Manager*

Title

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