

Lease amendment and complete commercial lease

The amendment bears January 31, 2023 dates and recites that the tenant is not in default. Romeo and Annie report signing in September 2024; that reported execution date is distinct from the written dates and is not established by this image alone. Preserve the complete four-page underlying lease, its \$4,500 base rent and the amendment's \$4,600 term. Compare the recital with later historical-arrears allegations; it does not independently disprove all rent claims or resolve the contract's legal effect.

Privacy copy prepared October 13, 2026. Source pages are flattened images at 200 DPI. Black masks remove only the identified private fields; the preserved original is unchanged. This cover is editorial, not part of the source document.

Lease Amendment

This Lease Amendment is hereby made and entered into by and between Jun Christopher Capinpin ("Landlord") and the following tenants (the "Tenant") (collectively the "Parties") on January 31, 2023:

ABC Elder Care Inc DBA Silver Creek Adult Family Home

BACKGROUND:

Landlord and Tenant have previously entered into a Lease Agreement ("the Lease") dated September 01, 2021 whereby ABC Elder Care Inc DBA Silver Creek Adult Family Home leased from Jun Christopher Capinpin located in 1130 11th St SW, Puyallup, Pierce County, Washington 98371, more specifically described in the Lease; and The Lease was recorded in Pierce County, Washington. Landlord and Tenant desire to amend the Lease as described in this agreement.

AGREED TERMS:

For and in consideration of the mutual covenants and promises in this agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Landlord and Tenant both acknowledge and agree that the Lease is currently in effect and that neither party is in breach or default of the Lease.
2. Landlord and Tenant amend the Lease as follows:

Provision on Page 1 titled LEASE PAYMENTS will now state: "Tenant shall pay to the Landlord monthly installments of \$4,600, payable in advance on the 1st day of each month, but no later than the 10th. Lease payments shall be made to the Landlord at [REDACTED]
[REDACTED] The payment address may be changed from time to time by the Landlord.

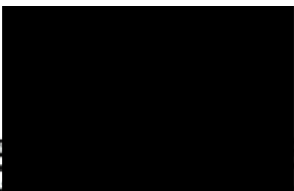
3. Except as specifically amended above, the original terms and provisions of the Lease remain in full force and effect, and both Landlord and Tenant affirm and consent to the Lease, as amended in this agreement, and agree to be bound accordingly.
4. This Lease Amendment can be recorded at the discretion of the Parties, or the Parties can prepare a short form memorandum of this Lease Amendment which can be properly executed and recorded in the Register's Office for Pierce, Washington.
5. All of the terms, covenants and conditions of the Lease as amended to date shall continue in full force and effect, and the same are reaffirmed, remade and rewritten, except to the extent that any such terms, covenants or conditions have been nullified or conflict or are inconsistent with the terms of this Amendment to Lease, in which event the terms of this Amendment to Lease shall, in all respects, govern and prevail.
6. This Amendment to Lease shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. No reference in the preceding sentence to assigns shall be deemed to authorize any assignment or other transfer, in whole or in part, of the interest of Tenant in violation of any of the provisions of the Lease.

IN WITNESS WHEREOF, this Lease Amendment has been executed on the day and date first above written.

Landlord:

By:  Date: 1/31/2023
Jun Chris

Tenant:

By:  strator Date: 01/31/2023
ABC Elder Care Inc DBA Silver Creek Adult Family Home

COMMERCIAL LEASE

This Lease Agreement (this "Lease") is dated as of September 01, 2021, by and between Jun Christopher Capinpin and Aileen Grace Capinpin ("Landlord"), and ABC Elder Care Inc ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant Property in Tax Description: Section 33 Township 20 Range 04 Quarter 21 MAPLEWOOD 4TH RPT PUY LAND & LOAN L 3 OF S P 97-05-15-0360 TOG/W EASE & RESTRICTIONS OF REC OUT OF 011-0 SEG J-0034 JU 7/7/97JU (the "Premises") located at 1130 11th St SW, Puyallup, WA 98371.

TERM. The lease term will begin on September 01, 2021 and will terminate on September 30, 2026.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of \$4,500.00, payable in advance on the first day of each month. Lease payments shall be made to the Landlord at 1130 11th St SW, Puyallup, WA 98371. The payment address may be changed from time to time by the Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for Adult Family Home Business The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

EXCLUSIVITY. Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described), or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenants primary business activity. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

STORAGE. Tenant shall be entitled to store items of personal property in The tenant may store property in the detached garage, shed and all outbuildings on the property. during the term of this Lease. Landlord shall not be liable for loss of, or damage to, such stored items.

PROPERTY INSURANCE. Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

MAINTENANCE. Tenant shall have the responsibility to maintain the Premises in good repair at all times during the term of this Lease.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services incurred in connection with the Premises.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

PERSONAL TAXES. Landlord shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 15 days (or any other obligation within 15 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the

Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Jun Christopher Capinpin
1130 11th St SW
Puyallup, WA 98371

LANDLORD:

Aileen Grace Capinpin
1130 11th St SW
Puyallup, WA 98371

TENANT:

ABC Elder Care Inc
1130 11th St SW
Puyallup, WA 98371

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of WA.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:

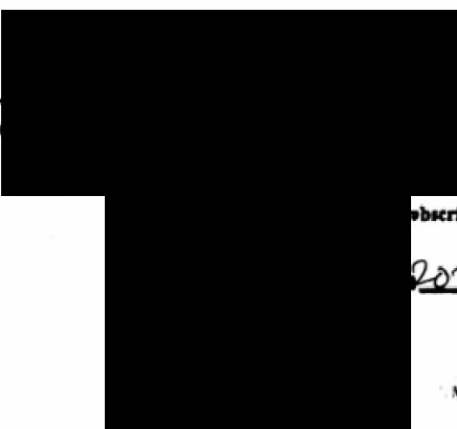
By:  _____ Date: 8-14-2021
Jun _____ Capinpin

LANDLORD:

By:  _____ Date: 8-14-2021
Aileen Gra _____ in

TENANT:

ABC Elder Care Inc

By:  _____ Date: 8-14-2021
Ro _____
y of Pierce

Subscribed and sworn/affirmed to before me this 14 day of August

2021, by Rameo Belocura Jr, Aileen Capinpin, Jun Christopher Capinpin