

**U.S. GOVERNMENT LEASE
CHANGE OF LESSOR FORM**

Supplemental Agreement No. 02
To Lease No. GS-09B-02877

Effective Date:
10/20/2014
(Insert date of execution by Govt.)

TRANSFEROR, TRANSFEE, and the UNITED STATES OF AMERICA ("Government") enter into this Agreement (the "Agreement") as of the Effective Date. This Agreement is entered into pursuant to the "Assignment of Claims" provision of the General Clauses to the referenced Government lease, as well as 41 United States Code Section 15, and is otherwise based on 48 Code of Federal Regulations Section 42.1204.

A. DEFINITIONS. All initial capitalized words in this Agreement shall have the same meaning as specified below.

- (1) "Transferor": Peter F. Chan, Linda Chan, & Tracy Chan
[Include the full name of predecessor-lessor. If Transferor is a corporation, include the full name of corporation and state of incorporation. If Transferor is a partnership, indicate whether it is a general or limited partnership. Specify below the name of the signatory authorized to bind the corporation or partnership. If Transferor is different than the original lessor, attach copies of intervening deeds and brief explanation of the chain of title.]
- (2) Signatory authorized to bind Transferor: Peter F. Chan Owner
[print name] [Title]
- (3) "Transferee": Valencia Street, LLC, a California Limited Liability Company
[Include full name of successor-lessor. If Transferee is corporation, include full name of corporation and state of incorporation. If Transferee is partnership, indicate whether general or limited partnership. Specify below name of signatory authorized to bind the corporation or partnership.]
- (4) Signatory authorized to bind Transferee: Jon Jernigan Managing Member
[print name] [Title]
- (5) "Transfer Date": Date transfer of assets became effective under applicable State law: 07/25/2014
- (6) "Property": 5770 Skylane Blvd. [Street Address]
Windsor, CA 95492 [City, State and Zip Code]
- (7) "Leased Premises": GS - 09B 02877
[Include location of leased premises, e.g., floor number or suite number.]

B. THE PARTIES AGREE TO THE FOLLOWING FACTS:

- (1) The Government, represented by various Contracting Officers of the United States General Services Administration, has entered into that certain lease with Transferor: Lease GS-09B-02877. The term, the "Lease", as used in this Agreement, means the above described lease, including all modifications, made between the Government and Transferor before the Effective Date of this Agreement. In addition, included in the term "Lease" are all modifications made under the terms and conditions of the Lease between the Government and Transferee, on or after the Effective Date of this Agreement.
- (2) As of the Transfer Date, Transferor has transferred to Transferee all the assets of Transferor involved in performing its obligations under the Lease by virtue of a Grant Deed 07/25/2014

[insert a term(s) descriptive of the legal transaction involved between Transferor and Transferee—for example, "a grant deed to the Property"].

- (3) Transferee has acquired all the assets of Transferor involved in performing the Lease by virtue of the above transfer.
- (4) Transferee has assumed all obligations and liabilities of Transferor under the Lease by virtue of the above transfer. Without limiting any of the Government's rights, it is noted that this provision is not intended to modify or eliminate any indemnification or other agreements which Transferee and Transferor have to each other pursuant to their other agreements.
- (5) Transferee is in a position to fully perform all obligations that may exist under the Lease.
- (6) It is consistent with the Government's interest to recognize Transferee as the successor party to the Lease.
- (7) Evidence of the above transfer has been submitted to the Government.

C. IN CONSIDERATION OF THESE FACTS AND THE REPRESENTATIONS SET FORTH BELOW; THE PARTIES AGREE THAT BY THIS AGREEMENT:

- (1) Transferor confirms the transfer to Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the Lease.
- (2) Transferee agrees to be bound by and to perform the Lease in accordance with the conditions contained in the Lease. Transferee also assumes all obligations and liabilities of, and all claims against, Transferor under the Lease as if Transferee were the original party to the Lease and is bound by all previous actions taken by Transferor with respect to the Lease, with the same force and effect as if the action had been taken by Transferee.
- (3) The Government recognizes Transferee as Transferor's successor in interest in and to the Lease. Transferee by this Agreement becomes entitled to all right, title, and interest of Transferor in and to the Lease as if Transferee were the original party to the Lease. Following the effective date of this Agreement, the term, "Lessor", as used in the Lease, shall refer to Transferee.

- (4) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against Transferor.
- (5) All payments and reimbursements previously made by the Government to Transferor, and all other previous actions taken by the Government under the Lease, shall be considered to have discharged those parts of the Government's obligations under the Lease. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to Transferor shall have the same force and effect as if made to Transferee, and shall constitute a complete discharge of the Government's obligations under the Lease, to the extent of the amounts paid or reimbursed.
- (6) Following the full execution of this Agreement, Transferee desires, as soon as practicable, that rent checks, in the amount set forth in the Lease, be payable to Transferee and sent to Transferee at the following address:
- Valencia Street, LLC, a California Limited Liability Company
 775 Baywood Dr., Suite 318
 Petaluma, CA 94954
- (7) Transferor and Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Lease.
- (8) Transferor guarantees payment of all liabilities and the performance of all obligations that Transferee assumes under this Agreement. Transferor waives notice of, and consents to, any future modifications.
- (9) The Lease shall remain in full force and effect, except as modified by this Agreement.
- (10) Each of the persons executing this Agreement on behalf of Transferee does hereby covenant and warrant that such entity is a duly authorized and existing entity, is qualified to do business in the state identified in Paragraph A (3) above, with full right and authority to enter in this Agreement, and that each and every person signing on behalf of Transferee is authorized to do so. Upon request, Transferee shall provide Government with evidence satisfactory to Government confirming the foregoing covenants and warrants.
- (11) The Lease is amended to include the provisions set forth in Exhibit A, which is attached to and made a part of this Agreement. [Exhibit A does not apply to Transferor and does not need to be filled in prior to execution of this form by Transferor.]

IN WITNESS WHEREOF, each party has executed this Agreement as of the day and year first above written.

TRANSFEROR: [Attach additional pages if necessary for multiple signatures or multiple entities]

TRANSFEEE: [Attach additional pages if necessary for multiple signatures or multiple entities]

[Redacted Signature Area]

Valencia Street, LLC, a California Limited Liability Company

 [Redacted Signature Area]

 Name: John Semigan
 Title: Managing Member

CERTIFICATE

I, _____, certify that I am the Secretary of _____; that _____ who signed this Agreement for this corporation, was then _____ of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this _____ day of _____.

By _____

[CORPORATE SEAL]

CERTIFICATE

I, _____, certify that I am the Secretary of _____; that _____ who signed this Agreement for this corporation, was then _____ of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this _____ day of _____.

By _____

[CORPORATE SEAL]

Government: UNIT _____
 By: _____
 Name: _____
 Title: CONTRACTING OFFICER

(4) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against Transferor.

(5) All payments and reimbursements previously made by the Government to Transferor, and all other previous actions taken by the Government under the Lease, shall be considered to have discharged those parts of the Government's obligations under the Lease. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to Transferor shall have the same force and effect as if made to Transferee, and shall constitute a complete discharge of the Government's obligations under the Lease, to the extent of the amounts paid or reimbursed.

(6) Following the full execution of this Agreement, Transferee desires, as soon as practicable, that rent checks, in the amount set forth in the Lease, be payable to Transferee and sent to Transferee at the following address:

Valencia Street, LLC, a California Limited Liability Company
775 Baywood Dr., Suite 318
Petaltuna, CA 94954

(7) Transferor and Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Lease.

(8) Transferor guarantees payment of all liabilities and the performance of all obligations that Transferee assumes under this Agreement. Transferor waives notice of, and consents to, any future modifications.

(9) The Lease shall remain in full force and effect, except as modified by this Agreement.

(10) Each of the persons executing this Agreement on behalf of Transferee does hereby covenant and warrant that such entity is a duly authorized and existing entity, is qualified to do business in the state identified in Paragraph A (3) above, with full right and authority to enter in this Agreement, and that each and every person signing on behalf of Transferee is authorized to do so. Upon request, Transferee shall provide Government with evidence satisfactory to Government confirming the foregoing covenants and warrants.

(11) The Lease is amended to include the provisions set forth in Exhibit A, which is attached to and made a part of this Agreement. [Exhibit A does not apply to Transferor and does not need to be filled in prior to execution of this form by Transferor.]

IN WITNESS WHEREOF, each party has executed this Agreement as of the day and year first above written.

TRANSFEROR: [Attach additional pages if necessary for

[Redacted signature area for Transferor]

CERTIFICATE

I, _____, certify that I am the Secretary of _____; that _____ who signed this Agreement for this corporation, was then _____ of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this _____ day of _____.

By _____

[CORPORATE SEAL]

TRANSFEEE: [Attach additional pages if necessary for multiple signatures or multiple entities]

Valencia _____ [Redacted signature area for Transferee]
By: _____
Print Name _____

Title: Managing Member

CERTIFICATE

I, _____, certify that I am the Secretary of _____; that _____ who signed this Agreement for this corporation, was then _____ of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this _____ day of _____.

By _____

[CORPORATE SEAL]

Government: UNITED STATES OF AMERICA

By: _____
Name: EILEEN KHANLOO
Title: CONTRACTING OFFICER

- (4) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against Transferor.
- (5) All payments and reimbursements previously made by the Government to Transferor, and all other previous actions taken by the Government under the Lease, shall be considered to have discharged those parts of the Government's obligations under the Lease. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to Transferor shall have the same force and effect as if made to Transferee, and shall constitute a complete discharge of the Government's obligations under the Lease, to the extent of the amounts paid or reimbursed.
- (6) Following the full execution of this Agreement, Transferee desires, as soon as practicable, that rent checks, in the amount set forth in the Lease, be payable to Transferee and sent to Transferee at the following address:

Valencia Street, LLC, a California Limited Liability Company
 775 Baywood Dr., Suite 318
 Petaluma, CA 94954

- (7) Transferor and Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Lease.
- (8) Transferor guarantees payment of all liabilities and the performance of all obligations that Transferee assumes under this Agreement. Transferor waives notice of, and consents to, any future modifications.
- (9) The Lease shall remain in full force and effect, except as modified by this Agreement.
- (10) Each of the persons executing this Agreement on behalf of Transferee does hereby covenant and warrant that such entity is a duly authorized and existing entity, is qualified to do business in the state identified in Paragraph A (3) above, with full right and authority to enter in this Agreement, and that each and every person signing on behalf of Transferee is authorized to do so. Upon request, Transferee shall provide Government with evidence satisfactory to Government confirming the foregoing covenants and warrants.
- (11) The Lease is amended to include the provisions set forth in Exhibit A, which is attached to and made a part of this Agreement. [Exhibit A does not apply to Transferor and does not need to be filled in prior to execution of this form by Transferor.]

IN WITNESS WHEREOF, each party has executed this Agreement as of the day and year first above written.

[Redacted Signature Area] necessary for
 [Redacted Signature Area] (Print name of Transferee)

CERTIFICATE

I, _____, certify that I am the Secretary of _____; that _____, who signed this Agreement for this corporation, was then _____ of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this _____ day of _____.

By _____

[CORPORATE SEAL]

CERTIFICATE

I, _____, certify that I am the Secretary of _____; that _____, who signed this Agreement for this corporation, was then _____ of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this _____ day of _____.

By _____

[CORPORATE SEAL]

Government: UNIT _____
 By: _____
 Name: ELLEN KHANLOO
 Title: CONTRACTING

SUPPLEMENT TO U.S. GOVERNMENT LEASE CHANGE OF LESSOR FORM

Lease No. GS-098-02877

DESIGNATION OF AUTHORIZED PROPERTY MANAGER/PAYEE

This Agreement ("Agreement") is attached to and forms a part of the U.S. GOVERNMENT LEASE CHANGE OF LESSOR FORM for the above-referenced Lease.

1. The Transferees of the fee interest in the Property subject to the Lease are:

(i) Valencia Street, LLC _____;

(ii) _____; and

(iii) Peter and Linda Chan _____

2. The Property address is: 5770 Skylane Blvd, Windsor, CA 95492

3. The Leased Premises are: 5770 Skylane Blvd, Windsor, CA 95492

4. Transferees have employed Jon Jernigan ("Property Manager") to manage, lease, operate and maintain the Property pursuant to a management agreement (the "Management Agreement"). Property Manager's information:

Jon Jernigan
Valencia Street, LLC
775 Baywood Dr. Suite 318
Petaluma, CA 94954

5. In the event that the Management Agreement is terminated for any cause whatsoever, Transferees shall promptly replace the property manager with a successor property management company with all of the rights and obligations currently held by Property Manager, at a minimum, and notify Government of the appointment of successor property manager within twenty (20) business days of the termination of the Management Agreement. In the absence of such appointment and timely notice thereof submitted to GSA, then GSA's failure to pay rent to the Transferee will not be deemed a breach or default of the Lease. However, nothing contained herein shall be deemed to be a waiver of the rental obligations under the Lease.

6. Transferees acknowledge that GSA shall forward rental payment to the Property Manager as designated herein or as revised from time to time in response to properly authorized instructions. Owners agree that GSA is not obligated to remit rental payments to more than one payee in response to multiple or conflicting demands for rent.

//

//

7. Transferees acknowledge that Government is relying upon this Agreement in approving the change of ownership of the Property.

Transferees:

VALENCIA STREET, LLC

By: Jim Jansen
MANAGING MEMBER

By: _____

By: _____

Gove
Unite
By: 

Name: EILEEN KHANNA
Title: CONTRACTING OFFICER