U.S. GOVERNMENT LEASE CHANGE OF LESSOR FORM	Lease Amendment No. 1	Effective Date: 8-23-16
	To Lease No. GS- 09P-LCA03411	(Insert date of execution by Govt.)

TRANSFEROR, TRANSFEREE, 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": Brickman 550 Kearny, LLC, a Delaware limited liability company
[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: Michael Esquenazi (print name), Treasurer (Title)

(3) "Transferee": 550 Kearny Street, LLC, a Delaware 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: Michael Esquenazi (print name), Treasurer (Title)

(5) "Transfer Date": Date transfer of assets became effective under applicable State law: January 27, 2016

(6) "Property": 550 Kearny Street [Street Address]
San Francisco, California 94108 [City, State and Zip Code]

(7) "Leased Premises": Ground Floor
[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- 09P-LCA03411. 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 to the property

[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:

550 Kearny Street, LLC

550 Kearny Street, Suite 125

San Francisco, California 94108

(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.

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]

SEE ATTACHED

_____, [Print name of Transferor]

By: _____

Print Name: _____

Title: _____

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]

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

SEE ATTACHED

_____, [Print name of Transferee]

By: _____

Print Name: _____

Title: _____

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: [redacted]

Name: Joel Gomez

Title: Contracting Officer

TRANSFEROR:

BRICKMAN 550 KEARNY, L.L.C.
A Delaware limited liability company

By: [redacted] 8/17/16

Name: Michael Esquenazi

Title: Treasurer

TRANSFEREE:

550 KEARNY STREET, L.L.C.
A Delaware limited liability company

By: [redacted] 8/17/16

Name: Michael Esquenazi

Title: Treasurer

EXHIBIT A TO U.S. GOVERNMENT LEASE CHANGE OF LESSOR FORM	Lease Amendment No. 1	
	To Lease No. GS-09P-LCA03411	

The following provision is made a part of the Lease:

1. **52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**

(a) *Method of payment.*

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) *Liability for uncompleted or erroneous transfers.*

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

INITIALS: TRANSFEREE GOVT.

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

Lease No. GS-09P-LCA03411

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) 550 KEARNY STREET, LLC;

   (ii) _____; and

   (iii) _____

2. The Property address is: 550 KEARNY STREET, SAN FRANCISCO, CA

3. The Leased Premises are: _____

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

   BRICKMAN MANAGEMENT, LLC
   550 KEARNY STREET, SUITE 125
   SAN FRANCISCO, CA 94108

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.

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

Transferees:

550 KEARNY STREET, LLC

By: [redacted]

Michael Esquenazi

By:

By:

Government:

United States of America

By: [redacted]

Name: Joel Gomez

Title: Contracting Officer