

U.S. Department of Transportation Federal Aviation Administration	SUPPLEMENTAL AGREEMENT NO. 10	DATE January 6, 2016
SUPPLEMENTAL LEASE AGREEMENT NOVATION / OWNERSHIP CHANGE	TO LEASE NO. DTFAWN-11-L-00022	

ADDRESS OF PREMISES:

4302 Ponderosa Avenue
San Diego, California 92123

The purpose of this Supplemental Lease Agreement is to document the change of ownership between the Lessor / Transferor and the Successor Lessor / Transferee of the real property interest subject to Lease No. DTFAWN-11-L-00022, and to recognize the Transferee as the Successor In Interest to the Transferor.

City of San Diego, a municipal corporation, Owner of that certain piece of real property located at 3750 John J. Montgomery Drive, MS 14, San Diego, CA 92123; the Federal Aviation Administration, an agency of the United States Government (FAA or Government) and Dyanne M. Routh enter into this Agreement as of September 14, 2015

I. The parties agree to the following facts:

(1) The Government entered into Lease No. DTFAWN-11-L-00022 with the Transferor, a copy of which Lease is attached hereto and incorporated by reference herein. The term "Lease," as used in this Agreement, means the above-referenced Lease, all attachments to the Lease, and all Lease Modifications made between the Government and the Transferor before the effective date of this Agreement).

Included in the term "the Lease" are also all modifications made under the terms and conditions of the Lease between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of September 14, 2015 the Transferor has transferred to the Transferee all the assets of the Transferor pertaining to the Lease by virtue of 4302 Ponderosa Avenue, San Diego, CA 92123 between the Transferor and the Transferee.

(3) The Transferee has acquired all the assets of the Transferor pertaining to the Lease by virtue of the above transfer, except that any and all assets on the premises

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that were acquired or constructed by FAA, if any, remain the property of the FAA.

(4) The Transferee has assumed all obligations and liabilities of the Transferor under the Lease by virtue of the above transfer.

(5) The 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 the Transferee as the successor Lessor.

(7) Evidence of the above transfer has been filed with the Government. Assignment & Assumption of Lease Agreements [4302 Ponderosa Avenue], filed with the City of San Diego as Document RR-309921-2.

(8) Said agreement listed in I.(7), dated August 4, 2015, signed by the City of San Diego to the effect that the corporate name of Dyanne M. Routh was changed to City of San Diego on September 14, 2015, has been filed with the Government.

N/A: ☒ If the Agreement involves a sole proprietor (private individual) or there is no corporation name change, check the box to indicate this fact is not applicable.

II. In consideration of the above facts, the parties further agree to the following:

(1) The Transferor confirms the transfer to the 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) The Transferee agrees to be bound by and to perform the Lease in accordance with the conditions contained in the Lease. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the Lease as if the Transferee were the original Lessor.

(3) The Transferee ratifies all previous actions 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.

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(4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the Lease. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the Lease as if the Transferee were the original Lessor. Following the effective date of this Agreement, the term "Lessor," as used in the Lease, shall refer to the Transferee.

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

(6) All payments and reimbursements previously made by the Government to the 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 the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the Lease, to the extent of the amounts paid or reimbursed.

(7) The Transferor and the 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 of 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) The Lease shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date

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ORIGINAL LESSOR (TRANSFEROR):

BY

Suzanne Rosta
(Signature)

owner

(Title)

IN THE PRESENCE OF (witnessed by:)

BY

(Signature)

(Address)

SUCCESSOR LESSOR (TRANSFeree):

BY

[Signature]
(Signature)

OWNER, REAL ESTATE ASSOC

(Title)

IN THE PRESENCE OF (witnessed by:)

BY

Brandi Murray
(Signature)

3750 John J. Montgomery Dr.
San Diego, CA 92123
(Address)

Approved As To Form
JAN I. GOLDSMITH

BY: *Hilda R. Mendoza* DATE 6/10/16

NAME: Hilda R. Mendoza

TITLE: Deputy City Attorney

UNITED STATES OF AMERICA

BY

Cheryl Thompson

(Signature)

Contracting Officer

(Title)

JUN 22 2016

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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles)

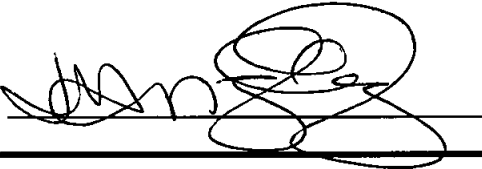
On June 22, 2016 before me, Jennifer M Gonzalez, Notary Public
(insert name and title of the officer)

personally appeared Cheryl Thompson
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

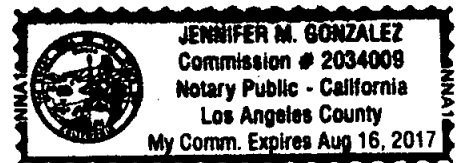
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





U.S. Department
of Transportation
**Federal Aviation
Administration**

SUPPLEMENTAL LEASE AGREEMENT

1a. Building Name San Diego SSC	1b. Building Address 4302 Ponderosa Avenue	
1c. City San Diego	1d. State CA	1e. Zip Code 92123

THIS AGREEMENT, made and entered into and between City of San Diego, a municipal corporation whose address is 3750 John J. Montgomery Drive, MS 14, San Diego, CA 92123 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, herein after called the Government:

WHEREAS, the parties hereto desire to amend the above Lease effective as of October 1, 2015.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, as follows:

Paragraph 3 and 5 are to be deleted and replaced as follows:

“3 TERM – To have and to hold, for the term commencing on October 1, 2011 and continuing through September 30, 2016 inclusive, PROVIDED, that adequate appropriations are available from year to year for the payment of rentals.

5. RENTAL - Rent in the amount of \$7,000.00 per month shall be payable to the Lessor in arrears and will be due on the first workday of each month, without the submission of invoices or vouchers. Subject to available appropriations, Rent shall be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than a 30 days shall be prorated. Checks will be made payable to:
City of San Diego, a municipal corporation
3750 John J. Montgomery Drive, MS 14
San Diego, CA 92123”

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Added: 07/2014

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All other terms and conditions of the lease shall remain in force and effect.

Important: Lessor ☒ is, ☐ is not required to sign this document and return 2 copies to the issuing office.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR:

BY [Signature] OLIVERA, NANCY M. ASSOC
Signature Title Date 6/16/16

IN THE PRESENCE OF (witnessed by)

[Signature] 3750 John J. Montgomery Dr.
Signature Address San Diego, CA 92123

Approved As To Form

JAN I. GOLDSMITH

BY: [Signature] DATE 6/10/16

NAME: Hilda R. Mendoza

TITLE: Deputy City Attorney

UNITED STATES OF AMERICA:

BY [Signature] Contracting Officer JUN 22 2016
Signature Title Date

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

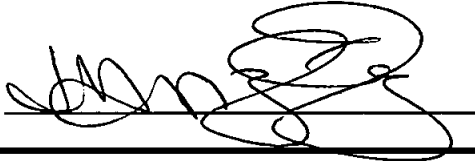
On June 22, 2016 before me, Jennifer M Gonzalez, notary public
(insert name and title of the officer)

personally appeared Cheryl Thompson
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

