

**ASSIGNMENT OF THE  
GROUND LEASE OPTION AGREEMENT  
ADDRESS, CITY, CA, ZIP**

This Assignment of the Ground Lease Option Agreement ("**Assignment**") is entered into by and between the STATE OF CALIFORNIA ("**State**"), acting by and through the DEPARTMENT OF GENERAL SERVICES ("**DGS**"), and [enter NAME AND ORGANIZATION TYPE] ("**Assignor**") and [ENTER NAME AND ORGANIZATION TYPE] ("**Assignee**"), with the consent of the NAME OF STATE AGENCY WITH CONTROL AND JURISDICTION OVER THE SITE] (**AGENCY ACROYNM**) and the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT ("**HCD**"). HCD is not a party to this Assignment.

**RECITALS:**

**WHEREAS**, State and ASSIGNOR entered into that certain Ground Lease Option Agreement ("Option Agreement") dated [Month, Day, 2025], pursuant to which STATE granted ASSIGNEE an option to lease to lease certain real property located at [Address, City, County of ], State of California, commonly identified as Assessor's Parcel Number (s) Enter APN (s)], ("Option Property").

**WHEREAS**, the Option Agreement allows ASSIGNOR, with State's prior written consent, to assign the Option Agreement to an entity which controls, is controlled by, or is under ASSIGNOR'S common control.

**WHEREAS**, the ASSIGNOR wish to assign to ASSIGNEE, AND ASSIGNEE wishes to assume from ASSIGNOR, all of ASSIGNOR'S rights and interest in the Option Agreement, in accordance with the terms and conditions set forth

**AGREEMENT:**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. ASSIGNOR hereby assigns and transfers to ASSIGNEE (which is an entity which controls, is controlled by, or is under Optionee's common control) all of ASSIGNOR'S right, title and interest in and to the Option Agreement, and ASSIGNEE hereby assumes and agrees to perform all of the terms, covenants and conditions of the Option Agreement on the part of ASSIGNOR to be performed from and after the Effective Date ( defined below). STATE hereby consents to the aforesaid assignment and assumption but expressly does not release and discharge ASSIGNOR from any of their obligations under the Option Agreement.

2. The parties hereto hereby confirm the continuing validity and enforceability of the Option Agreement, acknowledging that ASSIGNEE shall succeed to all rights and obligations of ASSIGNOR under as of the Option Agreement as of the Effective Date (as defined below). This provision shall be construed to amend the Option Agreement to the extent necessary to reflect the ASSIGNEE'S assumption of all of the ASSIGNOR'S right, title and interest in and to the Option Agreement and to give effect to the other provisions of this Assignment.

3. This Assignment may be executed electronically and in counterparts, each of which for all purposes shall be deemed an original, and all of which when taken together shall constitute one and the same Assignment.

4. Unless as modified above, all other terms and conditions in the Option Agreement will remain the same.

5. The Effective Date of this Assignment is the date it is signed by DGS.

**[Signature Pages Follow]**

**IN WITNESS WHEREOF**, ASSIGNOR and ASSIGNEE have entered this Assignment as of the date first above written.

**ASSIGNOR:**

Name, Type of Organization, California  
a non-profit public benefit corporation

By: \_\_\_\_\_

Name, Title

Date: \_\_\_\_\_

**ASSIGNEE:**

Enter Assignee name and type of organization, i.e., LLC or LP

By: Name, type of organization-update as necessary],  
a California limited liability company,  
its general partner

By: Name, Inc.,  
[Example-a California nonprofit public benefit corporation,  
its sole member/manager]

By: \_\_\_\_\_

Name}

{Title}

Date: \_\_\_\_\_

**STATE OF CALIFORNIA**  
**Department of General Services**

By: \_\_\_\_\_  
Name, Title  
Department

Date: \_\_\_\_\_

**CONSENT:**  
STATE OF CALIFORNIA  
[Agency with control and jurisdiction over the site] |

By: \_\_\_\_\_  
Name/Title  
Department |

Date: \_\_\_\_\_

**CONSENT:**  
STATE OF CALIFORNIA  
Department of Housing and Community Development

By: \_\_\_\_\_  
Megan Kirkeby, Deputy Director  
Division of Housing Policy Development

Date: \_\_\_\_\_