



Green Business Certification Inc.™

CHANGE OF OWNER AGREEMENT

This Change of Owner Agreement (this “Assignment”), made by and between Owner and Assignee (defined below), will be effective upon the occurrence of both GBCI’s receipt of an executed copy of the same via upload to the “Details” page within the Application and your receipt of written notice from GBCI that this Assignment has been received and accepted. This Assignment shall transfer Owner’s rights, title, and interest, and delegate Owner’s obligations, responsibilities, and duties under the WELL™ Certification Agreement, (the “Certification Agreement”), entered into by and between GBCI and Owner, to Assignee with respect to the Project. All capitalized terms used in this Assignment and not defined herein have the respective meanings ascribed in the Certification Agreement. In consideration of the mutual covenants set forth in this Assignment and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SCOPE OF ASSIGNMENT. Owner assigns all its rights, title, and interest, and delegates Owner’s obligations, responsibilities, and duties, in and to the Certification Agreement, to Assignee. Assignee accepts this assignment and agrees to perform these obligations, responsibilities, and duties. GBCI will recognize Assignee as Owner’s successor in interest to the Certification Agreement, and GBCI and Assignee shall be bound by the terms of the Certification Agreement in every way as if Assignee was named in the Certification Agreement. In consideration of GBCI accepting this Assignment, Owner agrees to discharge and release GBCI from any and all obligations to Owner, and waives any and all rights and/or claims it may have against GBCI effective as of GBCI’s acceptance of this Assignment.

Without limiting the foregoing, Assignee acknowledges that all submissions and representations made by Owner in the Application, including without limitation, those made on Owner’s behalf, shall, as between Assignee and GBCI, be deemed the submissions and representations of Assignee, and all access to the Application and the Project Information contained therein shall be terminated with respect to Owner and transferred to Assignee.

Regardless of anything to the contrary in this Assignment, Owner will continue to be bound the following: Sections 11 through 15 and 18 through 26 of the Certification Agreement, including and without limitation, those clauses obligating Owner to defend and indemnify the GBCI Indemnitees from any and all Claims resulting from Owner’s performance prior to this Assignment, as well as those claims resulting from Assignee’s subsequent performance; provided however, that the GBCI Indemnitees shall make reasonable efforts to first look to the Assignee to satisfy these obligations arising out of Assignee’s performance prior to seeking satisfaction of these obligations from Owner.

2. PROJECT. This Assignment is effective for the “Project” (as defined in the Certification Agreement) and identified below:

| | |
|----------------|-------------|
| _____ | _____ |
| (Project Name) | (ID Number) |

3. OWNER. As used herein, the term “Owner” refers to the party identified below; provided however, if multiple parties constitute an Owner as defined in the Certification Agreement, this Assignment only applies to the specific party identified below, and the Certification Agreement remains unaffected with respect to all other Owners.

| | | | |
|-----------|--|------------|---------|
| _____ | _____ | | |
| (Owner) | (Owner’s Representative – If Owner is an Organization) | | |
| _____ | | | |
| (Address) | | | |
| _____ | _____ | _____ | _____ |
| (City) | (State) | (Zip Code) | (Email) |

4. ASSIGNEE. As used herein, the term “Assignee” refers to the party that meets the definition of Owner in the Certification Agreement and is identified below:

| | | | |
|------------|--|------------|---------|
| _____ | _____ | | |
| (Assignee) | (Assignee’s Representative – If Assignee is an Organization) | | |
| _____ | | | |
| (Address) | | | |
| _____ | _____ | _____ | _____ |
| (City) | (State) | (Zip Code) | (Email) |

