

1 JAMES M. BRADEN (SBN 102397)
PAMELA J. SIEUX (SBN 201102)
2 LAW OFFICES OF JAMES M. BRADEN
44 MONTGOMERY STREET, SUITE 1210
3 SAN FRANCISCO, CA 94104

4 TELEPHONE: (415) 398-6865
FACSIMILE: (415) 788-5605
5 EMAIL: braden@sf-lawyer.com

6 Attorneys for Claimants
7 Steve Fontaine and Niloufer Fontaine

8 JOSEPH P. RUSSONIELLO (CSBN 44332)
United States Attorney

9 BRIAN J. STRETCH (CSBN 163973)
10 Chief, Criminal Division

11 PATRICIA J. KENNEY (CSBN 130238)
ASSISTANT UNITED STATES ATTORNEY
450 GOLDEN GATE AVENUE
12 SAN FRANCISCO, CA 94102

13 TELEPHONE: (415) 436.6857
FACSIMILE: (415) 436.6748
14 EMAIL: patricia.kenney@usdoj.gov

15 Attorneys for the United States of America

16 UNITED STATES DISTRICT COURT
17 NORTHERN DISTRICT OF CALIFORNIA
18 SAN FRANCISCO DIVISION
19

20 UNITED STATES OF AMERICA,
21
22 Plaintiff,
23 v.
24 REAL PROPERTY LOCATED, AT 6557
ASCOT DRIVE, OAKLAND, CALIFORNIA,
25 Defendants.

Case No. C 02-4948 JSW

THIRD AMENDMENT TO THE MAY 8,
2009 STIPULATED OCCUPANCY
AGREEMENT

26
27 AND RELATED CROSS-ACTION
28

THIRD AMENDMENT TO THE
STIPULATED OCCUPANCY AGREEMENT

1 The Parties stipulate and agree as follows:

2 1) Plaintiff is the United States of America. Defendant is the Real Property Located at
3 6557 Ascot Drive, Oakland, California ("defendant 6557 Ascot Drive"). Appearing as Claimants
4 after filing a claim, and answer are (1) Steven Fontaine and Niloufer Fontaine, his wife
5 ("Fontaine Claimants"); and (2) Hereford Humanitarian Business Trust, Huibert Johannes Van Praag
6 and Longmead Properties Limited ("Investor Claimants"). The United States and Claimants are
7 hereinafter referred to as the "Parties" in this document.
8

9 2) The purpose of this Third Amended Occupancy Agreement ("3d Amended SOA") is
10 to amend the Stipulated Occupancy Agreement ("SOA") filed May 8, 2009, as amended on July 2,
11 2009, and as further amended on August 28, 2009, to authorize the Fontaine Claimants to continue to
12 reside at defendant 6557 Ascot Drive from October 12, 2009 to and including November 1, 2009 on
13 the terms set forth below.
14

15 3) This extension of the lease period is conditioned upon the Fontaine Claimants paying
16 \$ 2,581 in rent as provided below on or before October 2, 2009 to extend their occupancy to and
17 including November 1, 2009. This payment condition is material and unless it is met, this 3d
18 Amended SOA is ineffective to extend the lease period.
19

20 4) The Parties stipulated to an occupancy agreement which was entered by the Court as
21 an order on May 8, 2009, the Parties filed a first amendment to that stipulated occupancy agreement
22 ("1st Amended SOA") which the Court entered as an order on July 2, 2009, and the Parties filed a
23 second amendment to that stipulated occupancy agreement ("2nd Amended SOA") which the Court
24 entered as an order on August 28, 2009. See SOA, filed May 8, 2009; 1st Amended SOA, filed July
25 2, 2009; 2nd Amended SOA filed August 28, 2009. Except to the extent that the Parties agree in this
26
27
28

1 3d Amended SOA to expressly amend or modify the SOA as amended by the 1st and 2nd Amended
2 SOA's, the Parties agree that the SOA as amended by the 1st and 2nd Amended SOA's is in effect.
3 To the extent that any provision in this 3d Amended SOA is inconsistent with the SOA as amended
4 by the 1st and 2nd SOA's, this 3d Amended SOA controls.

5 3) The 2st Amended SOA replaced the date "September 12, 2009" in paragraphs 2, 5
6 and 11 of the SOA with the date "October 12, 2009." That date, "October 12, 2009," is now hereby
7 changed to read "November 1, 2009" if the Fontaine Claimants pay the rental of \$ 2,581 on or before
8 October 2, 2009.

9
10 4) The Parties agree that the Fontaine claimants shall pay \$ 2,581 as rent for the
11 period from October 12, 2009 to and including November 1, 2009, which rent is due and payable on
12 or before October 2, 2009. The payment shall be made in accordance with paragraph 7 of the 1st
13 Amended SOA, and failure to do so on or before October 2, 2009 requires the Fontaine claimants to
14 vacate the premises and remove their personal property on or before October 12, 2009. The
15 Fontaines agree that the provision in the 1st Amended SOA that they pay by cashier's check is and
16 must be interpreted to mean payment literally by a cashier's check and by no other instrument or
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1 form of payment. That means, for example, and without intending limitation, that the Fontaines may
2 not pay the rent by delivering U.S. currency (cash) instead of a cashier's check.

3 IT IS SO STIPULATED:

4 Dated: Sept. 30, 2009, 2009. JOSEPH RUSSONIELLO, United States Attorney

5
6 By: Patricia J. Kenney
Patricia J. Kenney Assistant United States Attorney
7 Attorneys for the United States

8 Dated: _____, 2009. COOPER, WHITE & COOPER, LLP

9 By: _____
10 Stephen D. Kaus
Attorneys for Hereford Humanitarian Bus. Trust

11 Dated: _____, 2009. DONOVAN HATEM, LLP

12 By: _____
13 Darrell Mook
14 Attorneys for Claimant Hereford Human. Bus. Trust

15 Dated: _____, 2009. CLARENCE & DYER, LLP

16 By: _____
17 Kate Dyer
18 Attorneys for Huibert Van Praag and
Longmead Properties LLP

19 Dated: _____, 2009.

20 _____
Stephen Fontaine, Claimant

21 Dated: _____, 2009.

22 _____
Niloufer Fontaine, Claimant

23 Dated: _____, 2009. LAW OFFICES OF JAMES M. BRADEN

24 By: _____
James M. Braden, Attorneys for Claimants

25 IT IS SO ORDERED PURSUANT TO THE FOREGOING STIPULATION ON THIS
26 _____ DAY OF _____, 2009.

27 _____
HONORABLE JEFFREY S. WHITE,
28 U.S. District Court

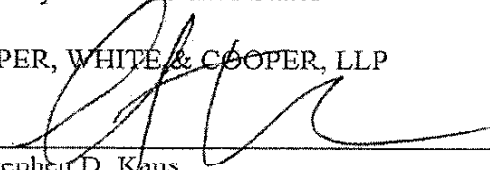
1 form of payment. That means, for example, and without intending limitation, that the Fontaines may
2 not pay the rent by delivering U.S. currency (cash) instead of a cashier's check.

3 IT IS SO STIPULATED:

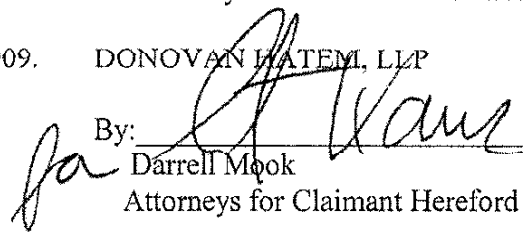
4 Dated: _____, 2009. JOSEPH RUSSONIELLO, United States Attorney

5
6 By: _____
Patricia J. Kenney Assistant United States Attorney
Attorneys for the United States

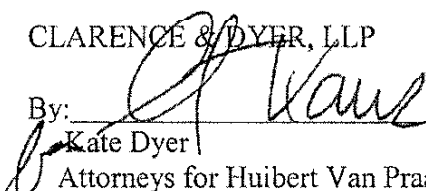
7
8 Dated: 9/30, 2009. COOPER, WHITE & COOPER, LLP

9
10 By: 
Stephen D. Kaus
Attorneys for Hereford Humanitarian Bus. Trust

11 Dated: 9/30, 2009. DONOVAN HATEM, LLP

12
13 By: 
Darrell Mook
Attorneys for Claimant Hereford Human. Bus. Trust

14
15 Dated: 10/1, 2009. CLARENCE & DYER, LLP

16
17 By: 
Kate Dyer
Attorneys for Huibert Van Praag and
Longmead Properties LLP

18
19 Dated: _____, 2009. _____
Stephen Fontaine, Claimant

20 Dated: _____, 2009. _____
Niloufer Fontaine, Claimant

21
22 Dated: _____, 2009. LAW OFFICES OF JAMES M. BRADEN
23 By: _____
James M. Braden, Attorneys for Claimants

24 IT IS SO ORDERED PURSUANT TO THE FOREGOING STIPULATION ON THIS
25 _____ DAY OF _____, 2009.

26
27 _____
HONORABLE JEFFREY S. WHITE,
U.S. District Court

1 form of payment. That means, for example, and without intending limitation, that the Fontaines may
2 not pay the rent by delivering U.S. currency (cash) instead of a cashier's check.

3 IT IS SO STIPULATED:

4 Dated: _____, 2009. JOSEPH RUSSONIELLO, United States Attorney

5
6 By: _____
Patricia J. Kenney Assistant United States Attorney
Attorneys for the United States

7
8 Dated: _____, 2009. COOPER, WHITE & COOPER, LLP

9
10 By: _____
Stephen D. Kaus
Attorneys for Hereford Humanitarian Bus. Trust

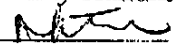
11 Dated: _____, 2009. DONOVAN HATEM, LLP

12
13 By: _____
Darrell Mook
Attorneys for Claimant Hereford Human. Bus. Trust

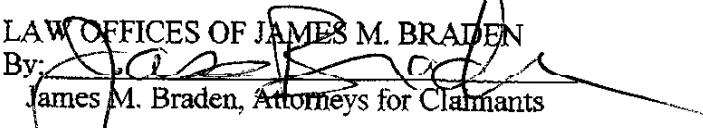
14
15 Dated: _____, 2009. CLARENCE & DYER, LLP

16
17 By: _____
Kate Dyer
Attorneys for Huibert Van Praag and
Longmead Properties LLP

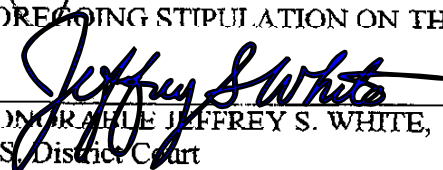
18
19 Dated: Sept 30, 2009. 
Stephen Fontaine, Claimant

20 Dated: Sept. 30, 2009. 
Niloufer Fontaine, Claimant

21
22 Dated: October 1, 2009. LAW OFFICES OF JAMES M. BRADEN

23 By: 
James M. Braden, Attorneys for Claimants

24
25 IT IS SO ORDERED PURSUANT TO THE FOREGOING STIPULATION ON THIS
7 DAY OF October, 2009.

26
27 
HONORABLE JEFFREY S. WHITE,
U.S. District Court