

- (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:
- 1801 Avenue of the Stars, Suite 150
 Los Angeles, CA 90067
- (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 such 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. [Exhibit A does not apply to Transferor and does not need to be filled in prior to execution of this form by Transferor.]

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]

Shangri-La Capital, LLC

 [Redacted] (name of Transferor)

 Print Name: Kamyar Vaghar

 Title: Vice President

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

 [Redacted] (name of Transferee)

 Print Name: Kamyar Vaghar

 Title: Vice President

CERTIFICATE

I, Neil M. Miller, certify that I am the Secretary of Shangri-La Capital, LLC; that Kamyar Vaghar who signed this Agreement for this corporation, was then Vice President 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 25th day of _____

By _____

[CORPORATE SEAL]

CERTIFICATE

I, Neil M. Miller, certify that I am the Secretary of PBV I, LLC; that Kamyar Vaghar who signed this Agreement for this corporation, was then Vice President 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 25th day of _____

By _____

[CORPORATE SEAL]

Government: UN _____
 By _____
 Name: GABRIEL SHUKER
 Title: CONTRACTING OFFICER