## U.S. GOVERNMENT LEASE CHANGE OF LESSOR FORM

Supplemental Agreement No. \_\_#1

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To Lease No. GS-09B-02922

(Insert date of execution by Govt.)

Effective Date:

TRANSFEROR, TRANSFEREE, and the UNITED STATES OF AMERICA ("Government") enter into this Agreement (the "Agreement") as of the Effective Date. This Agreement is entered into pursuant to the "Assignment of Claims" provision of the General Clauses to the referenced Government lease, as well as 41 United States Code Section 15, and is otherwise based on 48 Code of Federal Regulations Section 42.1204.

uec	AUDIT 42.1204.			
A.	<b>DEFINITIONS.</b> All initial capitalized words in this	Agreement shall have the same meaning	g as specified below.	
(1)	"Transferor": Shangri-La Capital, LLC [Include the full name of predecessor-lessor. If Transferor is a corporation, include the full name of corporation and state of incorporation. Transferor is a partnership, indicate whether it is a general or limited partnership. Specify below the name of the signatory authorized to bind corporation or partnership. If Transferor is different than the original lessor, attach copies of intervening deeds and brief explanation of the chattile.]			
(2)	Signatory authorized to bind Transferor:	Kamyar Vaghar	Vice President	
•		[print name]	[Title]	
(3)	"Transferee": PBV I, LLC			
	[Include full name of successor-lessor. If Transferee is corporation, include full name of corporation and state of incorporation. If Transferee is partnership, indicate whether general or limited partnership. Specify below name of signatory authorized to bind the corporation or partnership.]			
(4)	Signatory authorized to bind Transferee:	Kamyar Vaghar	,Vice President	
•		[print name]	[Title]	
(5)	"Transfer Date": Date transfer of assets became	effective under applicable State law: Jun	e 13, 2012	
(6)	"Property": 2508 Verne Roberts Circle		[Street Address]	
	Antioch, CA 94509		[City, State and Zip Code]	
(7)	"Leased Premises": Entire Building		, , , , , , , , , , , , , , , , , , , ,	
٠.,	[Include location	n of leased premises, e.g., floor number or su	te number.]	
В.	THE PARTIES AGREE TO THE FOLLOWING FA	ACTS:		
(1)	The Government, represented by various Contracting Officers of the United States General Services Administration, has entered into that certain lease with Transferor: Lease GS-09B- 02922. The term, the "Lease", as used in this Agreement, means the above described lease, including all modifications, made between the Government and Transferor before the Effective Date of this Agreement. In addition, included in the term "Lease" are all modifications made under the terms and conditions of the Lease between the Government and Transferee, on or after the Effective Date of this Agreement.			
(2)	As of the Transfer Date, Transferor has transferred to Transferee all the assets of Transferor involved in performing its obligations			
	under the Lease by virtue of a grant deed to the Property.			
	[insert a term(s) descriptive of the legal transaction invo	olved between Transferor and Transfereefor	example, "a grant deed to the Property"].	
(3)	Transferee has acquired all the assets of Transfer	ror involved in performing the Lease by v	irtue of the above transfer.	
(4)	Transferee has assumed all obligations and liabilities of Transferor under the Lease by virtue of the above transfer. Wireany of the Government's rights, it is noted that this provision is not intended to modify or eliminate any indemnifical agreements which Transferee and Transferor have to each other pursuant to their other agreements.			
(5)	Transferee is in a position to fully perform all oblig	ations that may exist under the Lease.		

C. IN CONSIDERATION OF THESE FACTS AND THE REPRESENTATIONS SET FORTH BELOW; THE PARTIES AGREE THAT BY THIS AGREEMENT:

(6) It is consistent with the Government's interest to recognize Transferee as the successor party to the Lease.

(7) Evidence of the above transfer has been submitted to the Government.

- (1) Transferor confirms the transfer to 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) Transferee agrees to be bound by and to perform the Lease in accordance with the conditions contained in the Lease. Transferee also assumes all obligations and liabilities of, and all claims against, Transferor under the Lease as if Transferee were the original party to the Lease and is bound by all previous actions taken by Transferor with respect to the Lease, with the same force and effect as if the action had been taken by Transferee.
- (3) The Government recognizes Transferee as Transferor's successor in interest in and to the Lease. Transferee by this Agreement becomes entitled to all right, title, and interest of Transferor in and to the Lease as if Transferee were the original party to the Lease. Following the effective date of this Agreement, the term, "Lessor", as used in the Lease, shall refer to Transferee.

- (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.

	[Attach additional pages if necessary for es or multiple entities]	TRANSFEREE: [Attach additional pages if necessary for multiple signatures or multiple entities]	
Shangri-La Capital,  B Print Name: Kam	t name of Transferor]  yar Vaghar	name of Transferee]  E  Print Name: Karfyar Vaghar	
Title: Vice Presider	nt	Title: Vice President	
thatwho signed thewho signed thewho signed thewho is a corporation by a grant of its corporate properties.	CERTIFICATE  Neil M. Miller, certify that I am the Sec- Shangri-La Capital, LLC;  Kamyar Vaghar  is Agreement for this corporation, was then fine President of this corporation; and ment was duly signed for and on behalf of this uthority of its governing body and within the scope powers.  d and the seal of this corporation this 25th day	retary of PBV I, LLC  that Kamyar Vaghar  who signed this Agreement for this corporation, was then  Vice President of this corporation; and	
[CORPORATE S	SEAL]	[CORPORATE SEAL]	
Government:	UN By Name: <u>CARRIEL</u> SHUKEN Title: <u>CONTRACTION</u> C OFFICER		