_	U.S. GOVERNMENT LEASE	Supple	mental Agreement No8		Effective Date: //-/3 - 200 7	
	HANGE OF LESSOR FORM		ne No. GS-09B- <u>31044</u>		(Insert date of execution by Govt.)	
as (refe	ANSFEROR, TRANSFEREE, and the UNITED of the Effective Date. This Agreement is entered erenced Government lease, as well as 41 United ction 42.1204.	d into pure	want to the "Assignment of Cleims"	DTOV	sion of the General Clauses to the	
				as sp	edified balow.	
	[Include the full name of predecessor-lessor. If Tri Transferor is a partnership, indicate whether it is a p corporation or partnership. If Transferor is different if the.)	Transferor: NPS Museum Pace Opco, LLC Include the full name of predecessor-lessor. If Transferor is a corporation, include the full name of corporation and state of incorporation. If Transferor is a pertnership, include whether it is a general or limited partnership. Specify below the name of the signatory authorized to bind the corporation or partnership. If Transferor is different than the original lessor, ethech copies of intervening deeds and brief explanation of the chain of the.)				
(2)	Signatory authorized to bind Transferor:	<u> ZINIL</u>	NETTON	f	PRINCIPAL	
			Character and a		[Title]	
	"Transferee": COOLON PROCES (Include full name of successor-lessor. If Transfere pertnership, indicate whether general or limited partner	ie is čtirpar ierehlp. Spe	ration, include full name of corporation solly below name of signatory authorized		nd the corporation or parinership.]	
(4)	Signatory authorized to bird Transferee: <u>(a)</u>	مصر	ett chan	<u>د</u> ۔	ice President	
			April 1 Towns Company		• · · · · · · · · · · · · · · · · · · ·	
	"Transfer Date": Date transfer of assets becam			P		
(6)	Property: 100 west liber				[Street Address]	
	BROO NV	<u> </u>	89501 10/000 94000	_	[City, State and Zip Code]	
(7)	"Leased Premises": (0+0-10002.	fine of less	HELO CO ESTATION SEED PROPERTY OF SUITE	-umb	ari	
۹,	THE PARTIES AGREE TO THE FOLLOWING		94 journment	0 mar	in d	
) The Government, represented by various Confracting Officers of the United States General Services Administration, has entered into that certain lease with Transferor: Lease GS-098-21044. 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 Transferor, on or after the Effective Date of this Agreement.					
	between the Government and Transferes, on or	r efter the	• • •			
	between the Government and Transferee, on or As of the Transfer Date, Transferor has transfer	e efter fins med to Tra	ensferee all the assets of Transfero			
	between the Government and Transferre, on or As of the Transfer Date, Transferor has transfer under the Lease by virtue of a	refier fins rred to Tra	ensferce all the assets of Transferc			
	between the Government and Transferre, on or As of the Transfer Date, Transferor has transfer under the Lease by virtue of a	refier fins rred to Tra	ensferee all the assets of Transfero			
	between the Government and Transferre, on or As of the Transfer Date, Transferor has transfer under the Lease by virtue of a County	refer the med to The r, Bo DEX	emsferee all the assets of Transfero	le	Deed dated	
(2)	between the Government and Transferre, on or As of the Transfer Date, Transferor has transfer under the Lease by virtue of a Government and transfer transfe	relier the med to Tra r, 80 102x involved bet	ensferee all the assets of Transfero	\e.	Dead clarked , "a grant deed to the Property").	
(2) (3)	As of the Transfer Date, Transferor has transfer under the Lease by virtue of a Caraban under the Lease by virtue of a Caraban under the Lease by virtue of the legal transaction in Transferoe has acquired all the assets of Transferoe	refer the med to The Common Co	tween Transferor and Transferor of Virtual Science of Transferor and Transferor of Virtual Science of Transferor of the Leona by Virtual Science of Transferor of the Leona by Virtual Science of Transferor of the Leona by Virtual Science of Transferor of	cample ue of t	Dec d closted , "a grant deed to the Property"). he above transfer.	
(2) (3) (4)	As of the Transfer Date, Transferor has transfer under the Lease by virtue of a CONT fineer to term(e) descriptive of the legal transaction in transferor has accurred all the assets of Transferoe has accurred all obligations and liab any of the Government's rights, it is noted that agreements which Transferoe and Transferor has	refer the pred to Trace of Tra	tween Transferor and Transferor of tween Transferor and Transferor of tweet in performing the Lease by virtue vision is not intended to modify or ch other pursuant to their other agree	cample up of the elimination	, "a grant deed to the Property"). the above transfer. a above transfer. Without limiting rate any indemnification or other	
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(3) (4) (5) (6)	between the Government and Transferee, on or As of the Transfer Date, Transferor has transfer under the Lease by virtue of a Cook of the Lease by virtue of a Cook of the Lease by virtue of a Cook of the Lease by virtue of the Lease by virtue of the legal transection in Transferee has accurred all the assets of Transferee has assumed all obligations and liab any of the Government's rights, it is noted that agreements which Transferee and Transferor has Transferee is in a position to fully perform all oblit is consistent with the Government's interest to	refer the med to Trace. The control of the control of the provent of the provent of the control	tween Transferor and Transferor of Transferor and Transferor and Transferor of tweet in performing the Lease by virtue vision is not intended to modify or ch other pursuant to their other agretical may exist under the Lease.	cample ue of the elimin	, "a grant deed to the Property"). he above transfer. Without limiting hate any indemnification or other ts.	
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(4) Except as expressly provided in this Agreement, nothing in against Transferor.	it shall be construed as a waiver of any rights of the Government			
Government under the Lease, shall be considered to have Lease. All payments and reimbursements made by the Govern	warmment to Transferor, and all other previous autions taken by the discharged those parts of the Government's obligations under the ment after the date of this Agreement in the name of or to Transferores, and shall constitute a complete discharge of the Government's or reimbursed.			
In the Lease, be payable to Transferee and sent to Transferee				
Chawin Property	TANC			
Palo Alto CA 9	TVE suite (400			
(7) Transferor and Transferoe 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 transfer or this Agreement, other than those that the Governmobilizated to pay or reimburse under the terms of the Lease.	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			
Agreement. Transferor waives notice of, and consents to, any s	ſ			
(9) The Lease shall remain in full force and effect, except as modifi	• •			
(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 it	Exhibit A, which is attached to and made a part of this Agreement.			
	as of the day and year first above written.			
agas if necessary for	TRANSFEREE: (Attach additional pages if necessary for			
	STATUSE PARTIES SAME STATES OF THE STATES OF			
Print name of Transferor)	[Print name of Transferee]			
	Print Name: GARREST CHAN			
Title: Wewer	Title:			
CERTIFICATE	CERTIFICATE			
L, certify that I am the Sec-	7			
retury of	retery of;			
that	that			
who signed this Agreement for this corporation, was then	who signed this Agreement for this corporation, was then			
that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope	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.	of its corporate powers.			
Witness my hand and the seal of this corporation this day of	Witness my hand and the seal of this corporation this day of			
Ву	By			
CORPORATE S	AL]			
Government:				
	M. Patricia Riles			
	- 400%			
	_Contracting Officer			
CHANGE OF LESSOR FORM (REV AUG 9, 2009)	M. Patricia Riley Contracting Officer PAGE 2 OF 2			

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EXHIBIT A TO	Bupplemental Agreement No8				
U.S. GOVERNMENT LEASE CHANGE OF LESSOR FORM	To Lease No. GS-098- 31044				
The following Provisions and certifications by Trans	states ere made a part of the Lease:				
1. TAXPAYER IDENTIFICATION					
(a) Definitions.	•				
"Common parent," as used in this provision, i that files its Federal income tex returns on a co	"Common parent," as used in this provision, means that corporate unlify that owns or controls an alfillated group of corporations that files its Federal Income text returns on a consolidated basis, and of which Transfers is a marribur.				
"Taxpeyer Identification Number (TIN)," as us (IRB) to be used by Transferes in reporting in Employer Identification Number.	sed in this provision, means the number required by the internal Revenue Salvice some textend other returns. The TIN may be alther a Social Security Number or an				
requirements of 31 U.S.C. §§ 7701(c) and implementing regulations besset by the IRB. Acquisition Regulation (FAR) §4.904, the fall	Transferoe must submit the information required in paragraphs (d) through (f) of this provision to comply with debt obligation requirements of 31 U.S.C. §§ 7701(c) and 3325(d), reporting requirements of 28 U.S.C. §§ 6041, 6041A, and 6050M, and implementing requisitions issued by the IRS. If the Lease is subject to the payment reporting requirements described in Factoral Acquisition (FAR) §4.994, the foliage or refusal by Transferoe to turnish the information may result in a 31 percent reduction of payments often upder the contract.				
with the Government (\$1 U.S.C. \$7701(c)(3))	o) The TIN may be used by the Government to policit and report on any delinquent amounts arising out of Transferse's relationship with the Government (\$1 U.S.C. §7701(a)(3)). If the Lease is subject to the payment reporting requirements described in FAR §4.904, the TIN provided heresunder may be matched with RIS records to verify the accuracy of Transferse's TIN.				
(d) Tempayer Identification Number (TIN). XI TIN:	TIN:				
Transferee is a nonresident alien, foreign o	Transferes is a nonvesident alien, famign concernion, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying				
Transferes is an agency or instrumentally o	if a family government;				
Transferoe is an agency or instrumentality of	fithe Federal government;				
(e) Type of organization.					
☐ Sole proprietorship;	Government entity (Faderal, State, or local);				
☐ Partnership;	☐ Foreign government:				
Corporate entity (not tex-exempt);	☐ International organization per 28 CFR 1.5049-4;				
. Corporate entity (tax-exempt);	☐ Cfher				
(f) Common Peneral.					
Transferes is not owned or controlled by a co	Transferes is not certed or controlled by a common parent as defined in paragraph (a) of this provision.				
Name and TIN of common parent: Name					
TIN					
. Data Universal Humbaring System (2015) N	umber				
(a) Definitions:					
(1) "Data Universal Numbering System number" and "DUNS" mean the 9-digit number essigned by Dun and Bradelreat, Inc. (DSB) to identify unique furnities entities.					
(2) "Data Universel Numbering System +4 number" and DUNS+4 mean the DUNS number sestimed by D&B plus a 4-character suffix that may be assigned by a basiness concern. (D&B has no afficient with this 4-character suffix.) This 4-character suffix may be assigned at the distraction of the business concern to establish additional CCF (defined below) recentle for identifying abburnative Electronic Funds Transfer (EFT) ecounts (see Faderal Acquisition Regulation Subpart 52.11) for the same parent concern.					
) Transfered shall enter, in part (4) of this provision, the DUNS number or "DUNS+4" that identifies Transfered's name and address exactly as alread in this form,					
MBITA TO CHANGE OF LESSOR FORM (REVAUG 2, 2005)	// / PAGE 1 OF 2				
	INITIALS: A CONTINUE				

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- (c) If Transfered does not have a DLINS number, it should contact Dun and Bradairest directly to obtain one.
 - ·(1) Transferes may obtain a DUNS number-
 - (f) If located within the United States, by calling Dun and Bradstreet at 1-655-705-5711 or via the Internet at hito://www.chb.com; or
 - (II) If located outside the United States, by contacting the local Dum and Bradetrest office.
 - (2) Transferes should be prepared to provide the following information:
 - (i) Company level business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is community recognized.
 - (II) Company physical atrest address, city, state and zip code.
 - (iv) Company mailing address, city, state and zip code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (bt) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity)
- (d) Transferee's DUNS number or DUNS+4 number is: (0222 77200
- (a) Lessor rousi be registered with DSB during performance, and forcuph final payment under this Lesso-

3. CENTRAL CONTRACTOR REGISTRATION

- (a) Definitions
 - (1) "Central Contractor Registration database" and "CCR" mean the primary Government repository for contractor information required for the conduct of business with the Government. CCR is a contraity located, searchable database which essents in the development, maintenance, and provision of sources for future procurements.
 - (Z) "Registered in the CCR detabase" means that-
 - (f) The contractor has entered all mandatory information, including the CUNS number or the CUNS+4 number, into the CCR detabase; and
 - (II) The Government has validated all mendelory data fields and has merked the record "Activa."
- (b) Lessor must be registered in the CCR database during performance and through final payment under this Lesso. Transfered must register via the internet at http://www.cor.gov. To remain solive, Lessor is required to undete or remain its registration annually. Transferse must be registered in the CCR for this change of ownership to its approved.
- (a) Transferee represents that Transferee is registered in the CCR database.
- (d) Lessor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on transcensive or incomplete data. To remain registered in the CCR database after the initial registration, Lessor is required to review and update on an annual basis (from the data of initial registration or authorizant updates) its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the ferms and conditions of this content and is not a substitute for a property executed contract;al document.
- (e) (1) (f) If Lessor has legally changed its business name, "doing business as" name, or division mans (whichever is shown on the lesse), or has transferred the assets used in performing the Lesse, Lessor shall comply with the requirements of Subpart 42.12 of the Federal Acquisition Regulations (FAR) and provide to the responsible Contrading Officer the representations contained in this form, fully revised and executed, along with written notification of its intention to (A) change the name in the Contrading Officer with sufficient documentation to verify and confirm the legally changed name or change in ownership.
 - (ii) If Lessor falls to comply with the requirements of paragraph (e)(1)(f) of this clause, and, in the absence of a properly socialist moved on or change-of-name agreement, the CCR information that should the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meeting of the "Suspension of Peyment" paragraph of the electronic funds hunder (EFT) clause of this Lesso.
 - (2) Lessor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of ciatros. Assignees sinal be experiently registered in the CCR detebase. Information provided to a contractor's CCR record that indicates payments, including these made by EFT, to an utilizate recipient other than that contractor will be considered to be incorrect information.
- (f) Offerore and contractors may obtain information on registration and annual continuation requirements via the information at http://www.con.gov or by calling 1-888-227-2423, or 289-961-9767.

EXHIBIT A TO CHANGE OF LESSOR FORM (REV AUG 3, 2008)

INITIALS:

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