## GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT

LEASE AGREEMENT NO.

7-22-14

TO LEASE NO.

GS-07P-LLA17136

ADDRESS OF PREMISES 149 W. 18<sup>th</sup> Street Lake Charles, LA 70601

THIS AGREEMENT, made and entered into this date by and between PBV III, LLC (Former Lessor), and PBC Acquisitions I, LLC

whose address is

185 Berry St #1200 San Francisco, CA 94107

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective June 24, 2014, as follows:

- 1. PBC Acquisitions I, LLC, Lessor, hereby assumes all the incomplete obligations of Lease GS-07P-LLA17136 as amended, and agrees to perform same in accordance with the terms, conditions, and provisions thereof from and after June 24, 2014. Lessor further assumes all obligations and liabilities of and all claims and demands arising under Lease GS-07P-LLA17136 against Former Lessor and ratifies and confirms all actions heretofore taken by Former Lessor with respect to the contract with the same force and effect as if the actions had been taken by Lessor. Nothing contained herein shall be construed as releasing the Former Lessor from the Former Lessor's obligations under the terms of the lease.
- The Government agrees to accept the furnishings of the aforesaid premises in accordance with the terms, provisions, and conditions of said lease, as amended, reserving however, all the Government's rights against Lessor and Former Lessor.
- PBC Acquisitions I, LLC, Lessor, waives all rights to payments under subject lease as against the Government arising prior to June 24, 2014.
- 4. Rent checks shall be made payable to:

PBC Acquisitions I, LLC 185 Berry St #1200 San Francisco, CA 94107

- PBC Acquisitions I, LLC, Lessor, agrees to be added to ACH Vendor Enrollment per the Debt Collection Improvement Act, which became effective July 27, 1996, and further agrees to complete Standard Form 3881, ACH Vendor/Miscellaneous Payment Enrollment, and return it along with this agreement.
- PBC Acquisitions I, LLC, Lessor, agrees to complete and return the GSA Form 3518, Representations and Certifications, which will be attached and made a part of this agreement.

(Continued on Page 2 attached hereto and made a part of LA No. 6 to Lease GS-07P-LLA17136)

| INITIAL    |        |
|------------|--------|
| GOVERNMENT | LESSOR |

- 7. PBC Acquisitions I, LLC, Lessor, agrees to register in Dun & Bradstreet, Data Universal Numbering System (DUNS). PBC Acquisitions I, LLC, Lessor, also agrees to register in the System for Award Management (SAM) database and update registration annually to maintain an active SAM status through final payment of this lease.
- 8. PBV III, LLC, (Former Lessor), confirms the transfer and waives any claims and rights against the Government that it now has or may have in the future in connection with the lease, GS-07B-LLA17136, after June 24, 2014.
- 9. Notwithstanding the foregoing, all payments heretofore made by the Government to the Former Lessor and all other actions hereto taken by the Government pursuant to its obligations under the contract shall be deemed to have discharged the Government's obligations under the contract to the extent of the amounts so paid or reimbursed or such actions taken.
- 10. PBC Acquisitions I, LLC,, (Lessor) agrees to indemnify and then save harmless the United States of America from and against any actions, loss, claims, or damages the United States of America may suffer or sustain by reason of the United States of America making payment under the Lease to PBC Acquisitions I, LLC.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

