

**ASSIGNMENT AND ASSUMPTION OF LEASE
AND CONSENT**

This Assignment and Assumption of Lease and Consent (“**Assignment**”) is entered into as of April 5, 2006 by and between Calabasas Union Corporation, a California Corporation (“**Assignor**”) and Amirian Family Trust dated March 18, 2004, a family trust (“**Assignee**”).

WITNESSETH

WHEREAS, Assignor is a party to that certain Ground Lease dated December 23, 2003 with City of Calabasas, a municipal corporation as landlord, as amended by the First Amendment and Addendum to Ground Lease dated as of January 21, 2004, the Second Amendment to Ground Lease dated as of July 8, 2004 and the Third Amendment to Ground Lease dated as of August 9, 2005 (as amended, the “**Lease**”).

WHEREAS, (a) Assignor desires to assign all right, title and interest of Assignor in and to the Lease to Assignee, and (b) Assignee desires to accept such assignment and assume all obligations of Assignor under the Lease, effective 12:01 a.m. on the date hereof (“**Effective Time**”).

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment by Assignor. Assignor hereby transfers, assigns and sets over to Assignee all right, title and interest of Assignor in and to the Lease as of the Effective Time. Assignor shall remain liable for all obligations relating to the Lease which arose or accrued prior to the Effective Time, and Assignor hereby indemnifies and agrees to defend and hold harmless Assignee and its trustees, officers, directors, partners, shareholders, members, employees, agents and their successors and assigns, from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorneys’ and other professionals’ fees (including a reasonable estimate of the allocable costs of in-house legal counsel and staff) (all such claims, losses, liabilities, damages, costs and expenses are “**Losses**”) incurred, paid or required under penalty of law to be paid by Assignee by reason of the failure of Assignor to fulfill, perform or discharge any or all of the various commitments, obligations and liabilities of Assignor under the Lease which arose prior to the Effective Time.

2. Acceptance and Assumption by Assignee. Assignee hereby accepts the foregoing assignment of all right, title and interest of Assignor in and to the Lease and assumes and agrees to make all future payments as they come due under the Lease and to perform and observe all the agreements, covenants and conditions of the Lease on the part of Tenant to be performed and observed arising from and after the Effective Time. Assignee hereby indemnifies and agrees to defend and hold harmless Assignor and its respective officers, directors, partners, shareholders, members, employees, agents and their successors and assigns, from and against any and all Losses incurred, paid or required under penalty of law to be paid by Assignor by reason of the failure of Assignee to fulfill, perform and discharge any or all of the various commitments,

obligations and liabilities of Assignee under the Lease which arise or arose from and after the Effective Time.

3. No Defaults. Assignor represents that no default, or any event which with the giving of notice or the passage of time would constitute a default, exists in the performance or observance of any agreement, covenant or condition of the Lease on the part of Tenant to be performed or observed as of the Effective Time.

4. Common Ownership. Assignor and Assignee represent for the benefit of Landlord that they are owned by the same persons or entities.

5. Severability. The provisions of this Assignment are severable, and if any one or more provisions may be determined judicially unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions, to the extent enforceable, shall nevertheless be binding upon and enforceable against the parties hereto to the extent they may reasonably be enforced apart from that which is invalidated.

6. Full Force and Effect. Except to the extent modified hereby, all of the terms of the Lease shall remain in full force and effect.

7. Successors and Assigns. This Assignment is binding upon and shall inure to the benefit of the parties hereto and their successors, heirs, assigns.

8. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of California. The indemnification, defense and hold harmless rights and obligations arising under this Assignment shall survive indefinitely.

9. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

10. Attorneys' Fees. In any litigation or other proceeding relating to this Assignment, or any transactions contemplated herein, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees (including a reasonable estimate of the allocable costs of in-house legal counsel and staff).

IN WITNESS WHEREOF, the parties have duly executed this Assignment on the date first above written.

Assignee:

AMIRIAN FAMILY TRUST dated March 18, 2004, a family trust

By: _____
Name: Hashem A. Amirian
Title: Trustee

By: _____
Name: Farokh Amirian
Title: Trustee

Assignor:

CALABASAS UNION CORPORATION, a California Corporation

By: _____
Name: Hashem A. Amirian
Title: President/Secretary

The undersigned, City of Calabasas, a municipal corporation, landlord under the Lease described above, hereby consents to the above Assignment and Assumption of Lease, provided that this consent shall not in any way be deemed to be a consent to any further assignment, and provided that Assignor shall be released from its obligations, covenants, representations, warranties and any other matters under the Lease arising or accruing after the Effective Time.

DATED: _____, 2006

LANDLORD:

CITY OF CALABASAS, a municipal corporation

By: _____

Name: _____

Its: _____