

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	Lease Amendment No. <u>11</u>	Effective Date: <u>11/22/2018</u>
	To Lease No. <u>GS-04P-LTN60106</u>	(Insert date of execution by Govt.)

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 6305, and is otherwise based on 48 Code of Federal Regulations Section 42.1204.

A. DEFINITIONS. All initial capitalized words in this Agreement shall have the same meaning as specified below.

- (1) "Transferor": CRE ABP Memphis, LLC
- (2) Signatory authorized to bind Transferor: Alan Gearing Manager  
(print name) (Title)
- (3) "Transferee": Plymouth Memphis ABP LLC
- (4) Signatory authorized to bind Transferee: Pandleton P. White President  
(print name) (Title)
- (5) "Transfer Date": Date transfer of assets became effective under applicable State law: August 16<sup>th</sup>, 2017
- (6) "Property": 3150 Tchulahoma Road Memphis, TN 38118  
(Street Address) (City, State and Zip Code)
- (7) "Leased Premises": Democrat Square So. 3150 Tchulahoma Road Memphis, TN 38118  
(Include location of leased premises, e.g., floor number or suite number.)

B. THE PARTIES AGREE TO THE FOLLOWING FACTS:

- (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-04P-LTN60106. The term "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 Special Warranty Deed, Shelby County Register of Deeds: Instr. # 17084366.
- (3) Transferee has acquired all the assets of Transferor involved in performing the Lease by virtue of the above transfer.
- (4) Transferee has assumed all obligations and liabilities of Transferor under the Lease by virtue of the above transfer. Without limiting any of the Government's rights, it is noted that this provision is not intended to modify or eliminate any indemnification or other agreements which Transferee and Transferor have to each other pursuant to their other agreements.
- (5) Transferee is in a position to fully perform all obligations that may exist under the Lease.
- (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.

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

- (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.

CHANGE OF LESSOR FORM

INITIALS: AG  
TRANSFEROR

[Signature]  
TRANSFEE

[Signature]  
GOVT.

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- (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 payments, in the amount set forth in the Lease, be payable to Transferee and sent to Transferee via EFT to the bank account listed in Transferee's SAM.gov registration.
- (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-(i) assumes under this Agreement or (ii) may undertake in the future should these contracts be modified under their terms and conditions. Transferor waives notice of and consents to any 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 into 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 filed 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]

By: [REDACTED] CRE ABP Memphis, LLC  
Print Name: Alan Gearing  
Title: Manager

WITNESSED FOR THE TRANSFEROR BY:

Name: S. Max Cohen  
Title: President  
Date: 1/22/18

Government: UNITED STATES OF AMERICA  
By: [REDACTED]  
Name: Marvette Critney  
Title: Contracting Officer

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

By: [REDACTED] Plymouth Memphis ABP LLC  
Print Name: Pendleton J. White  
Title: President

WITNESSED FOR THE TRANSFEE BY:

Name: Daniel Heffernan  
Title: Vice President  
Date: 1/22/18

GENERAL SERVICES  
ADMINISTRATION  
PUBLIC BUILDINGS SERVICE

Lease Amendment No. 11  
To Lease No. GS-04P-LTN60106

EXHIBIT A

The following provision is made a part of the Lease:

1. SYSTEM FOR AWARD MANAGEMENT

(a) Definitions

(1) "System for Award Management database" and "SAM" mean the primary Government repository for contractor information required for the conduct of business with the Government. SAM is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements.

(2) "Registration in the SAM database" means that-

- (i) The contractor has entered all mandatory information, including the DUNS number or the DUNS+ 4 number, into the SAM database; and
- (ii) The Government has validated all mandatory data fields and has marked the record "Active."

(b) Lessor must be registered in the SAM database during performance and through final payment under this Lease. Transferee must register via the Internet at <https://www.sam.gov>. To remain active, Lessor is required to update or renew its registration annually. Transferee must be registered in the SAM for this change of ownership to be approved.

(c) Transferee represents that Transferee is registered in SAM.

(d) Lessor is responsible for the accuracy and completeness of the data within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in SAM after the initial registration, Lessor is required to review and update on an annual basis (from the date of initial registration or subsequent updates) its information in SAM to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(e) (1) (i) If Lessor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the lease), or has transferred the assets used in performing the Lease, Lessor shall comply with the requirements of Subpart 42.12 of the Federal Acquisition Regulations (FAR) and provide to the responsible Contracting Officer the representations contained in this form, fully revised and executed, along with written notification of its intention to (A) change the name in SAM; and (B) provide the Contracting Officer with sufficient documentation to verify and confirm the legally changed name or change in ownership.

(ii) If Lessor fails to comply with the requirements of paragraph (e)(1)(i) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this Lease.

(2) Lessor shall not change the name or address for EFT payments or manual payments, as appropriate, in SAM to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in SAM. Information provided to a contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that contractor will be considered to be incorrect information.

(f) Offerors and contractors may obtain information on registration and annual confirmation requirements via the Internet at <https://www.sam.gov> or by calling 1-866-606-8220.

EXHIBIT A TO CHANGE OF LESSOR FORM

INITIALS: AG  
TRANSFEROR

[Signature]  
TRANSFeree

MC  
GOVT.

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