

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>	<b>LEASE AMENDMENT No. 5</b>
<b>LEASE AMENDMENT</b>	<b>TO LEASE NO. GS-04B-LTN60106</b>
<b>ADDRESS OF PREMISES</b> Airport Business Park 2813 Business Park Drive, Building 1 Memphis TN 38118-1556	<b>PDN Number: PS0034685</b>

**THIS AGREEMENT**, made and entered into this date by and between **CRE ABP Memphis, LLC**

whose address is: 4600 Wells Fargo Center  
 90 South 7<sup>th</sup> Street  
 Minneapolis, MN 55402-3903

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

**WHEREAS**, the parties hereto desire to amend the above Lease to issue the Notice to Proceed for Fiber Installation and to establish the Lump Sum payment for Change Order 19.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon Government execution as follows:

This Lease Amendment (LA5) serves as a Notice to Proceed (NTP) for Construction for Customs and Border Patrol, located at 2813 Business Park Drive, Building 1, Memphis, TN 38118-1556.

**WHEREAS** this Notice to Proceed is issued in the amount of \$96220.75 in accordance with the attached Scope of Work described in Exhibit A.

The lessor will not be responsible for any maintenance or repair relating to the installation of the fiber optic cable.

The occupying tenant agency does not have the contractual authority to enter into any agreements with the Lessor or the Lessor's representatives for improvements, changes or modifications of this lease agreement unless, approved by a GSA, Contracting Officer. To enter into such agreements with the occupying tenant agency may result in unrecoverable costs for the Lessor.

This Lease Amendment contains 6 pages including Exhibit 'A'

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 below date

**FOR THE LESSOR:**

Signature: [Redacted]  
 Name: [Redacted]  
 Title: [Redacted]  
 Entity Name: CRE ABP Memphis LLC  
 Date: 4/12/17

**FOR THE GOVERNMENT:**

Signature: [Redacted]  
 Name: Marvette Critney  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service, 4PRTC  
 Date: 4/13/17

**WITNESSED FOR THE LESSOR BY:**

Signature: [Redacted]  
 Name: S. Mark L. H. C.  
 Title: Director  
 Date: 4/12/17

LA5 is voided and replaced with LA7, LA8.

Except as modified in this Agreement, all terms and conditions of the Lease shall remain in full force and effect, and in the event that any of the terms and conditions of this Agreement conflict with any terms and conditions of the Lease or any previous lease agreements, the terms and conditions of this Agreement shall control and govern.

The proposal for change order 19 is hereby attached and made a part of this lease. The change orders are as follows.

Change Order #	Description	Amount
19	See Scope of Work	
	The vendor will provide all aspects of the scope of work to include sealing all penetrations.	
	Construction Subtotal	
	Lessor's Supervision /Overhead and Profit	
	Total Change Order	\$96,220.75

### 1. CONDITIONS AFFECTING THE WORK.

It is the responsibility of the lessor to inspect the site, determine the quantity of work involved, compare the specifications with the work to be done, and be informed as to all conditions, including other work performed. Failure to do so will in no way relieve the lessor from necessity of furnishing any materials or performing any work that may be required to carry out the agreement in accordance with the true intent and meaning of the specifications without additional cost to the Government.

### 2. SPECIFICATIONS.

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the Contracting Officer, without whose decision said discrepancy shall not be adjusted by the lessor, save only at his own risk and expense.

### 3. TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT.

(a) The Contracting Officer, by written notice, may terminate this agreement, in whole or in part, when it is in the best interest of the Government. If this agreement is terminated, the lessor shall be compensated in accordance with the provisions of 48 CFR 49 in effect on the agreement's date.

(b) If this agreement exceeds \$100,000, the clause in 48 CFR 52.249-2 in effect on the date of this agreement shall apply in lieu of the provisions set forth in (a), above, such clause being hereby incorporated by reference as fully as if set forth at length herein.

### 4. LAWS AND ORDINANCES.

The lessor shall comply with all laws, ordinances, and regulations (Federal, State, County, City, or otherwise).

### 5. SCHEDULING AGREEMENT WORK.

The lessor shall make necessary arrangements with the Contracting Officer or his representative to perform the work and shall arrange and schedule his work so that the minimum amount of interference with Government

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LESSOR GOV'T



activities will result. Lessor should ascertain the hours during which work can be performed when preparing his offer.

**6. USE OF BUILDING.**

The lessor shall prohibit his employees from disturbing paper on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official Government use.

The lessor shall require his employees to comply with instructions pertaining to conduct and building regulations issued by duly appointed officials, such as Buildings Manager, guards, inspectors, etc.

**7. ACCIDENT PREVENTION.**

The lessor shall use physical means to restrict access or direct flow of pedestrians or vehicles around work areas. Barricades, ropes, signs, lights, etc., are to be used in accordance with accepted safety practices.

**8. FIRE HAZARDS.**

The lessor shall take every precaution to prevent fires during the performance of this agreement. The lessor shall furnish a covered metal receptacle to be kept on the exterior of the building to place therein all combustible material, such as oily rags, waste, etc., used in the performance of the work. Paint product containers are to be kept sealed at all times except when in use.

**9. MATERIALS.**

The lessor shall furnish all supplies, materials, and equipment necessary for the performance of the work included in this agreement unless otherwise specified. Materials and supplies to be used shall be commercially available products of reputable manufactures or suppliers and shall be of a quality to conform with applicable Federal Specifications. Upon request, the lessor shall submit to the Contracting Officer a list giving the name of the manufacturer, the brand name and the intended use of each of the materials that he proposes to use in the performance of the work. The lessor will not use any material that the Contracting Officer determines would be unsuitable for the purpose or harmful to the surfaces to which applied or to any other part of the building, its contents or equipment.

**10. LESSOR EMPLOYEES.**

Each employee of the lessor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151, or who presents evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

**11. EXTRAS.**

Except as otherwise provided in the agreement, no charge for extra work or materials will be allowed unless the same has been ordered in writing by the Contracting Officer and the price stated in such order.

**12. PRICING OF ADJUSTMENTS.**

When costs are a factor in any determination of an agreement, price adjustment pursuant to the "Changes Clause", or any other provision of this agreement, such costs shall be in accordance with the contract cost principles and procedures in 48 CFR 31.

**13. DEBRIS AND CLEANING.**

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Remove and dispose of debris and dirt as it accumulates. Upon completion of work, remove spatters, droppings, smudges, etc., and leave the premises clean. Unless otherwise specified, all material and equipment removed shall become the property of the lessor who shall remove them from the job site.

**14. GUARANTEE.**

Unless otherwise provided in the specifications, the lessor guarantees all work to be in accordance with the requirements of this agreement and free from defective or inferior materials, equipment, and workmanship.

**15. INSPECTION.**

All material, workmanship, and equipment shall be subject to the inspection and approval of the Contracting Officer or his representative. All work unsatisfactorily performed shall be promptly corrected and made acceptable to the Government. The Contracting Officer or his representative will perform the inspection within seven (7) business days after receiving written notification by the lessor of substantial completion of the project.

**16. INDEMNITY.**

The lessor shall save and keep harmless and indemnify the Government against any and all liability claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to performance of work in connection with this agreement, resulting in whole or in part from the negligent acts or omissions of the lessor.

**17. TERMINATION FOR DEFAULT.**

Failure to accomplish the schedule noted in the Supplemental Agreement for any reason other than circumstances beyond your control as determined by the Government, may result in termination of this alterations contract.

**18. INVOICE.**

**The preferred way to submit an invoice to GSA for payment is electronically via the Internet. Please register as a vendor initially and receive a password at [www.finance.gsa.gov](http://www.finance.gsa.gov) and follow the directions for invoice submittal. If you have any difficulty, please contact the Contracting Officer. Please include the following PS# on your invoice: PS#0034685**

**Please submit the invoice for payment electronically according to the instructions above, if possible, or by mail on the lessor's letterhead to the following:**

General Services Administration  
Greater southwest Finance Center (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102

Mail an addition copy to :  
General Services Administration  
Realty Services Division (4PEB)  
77 Forsyth Street  
Atlanta, GA 30303  
Attn: Marvette Critney

**A proper invoice must include:**

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An invoice number provided by the Contracting Officer.  
Name of your Business Concern and Invoice Date  
Lease Contract No., Supplemental Agreement No., and Building Location  
Description and Price of items in conformance with the LA.

**If the invoice is not submitted on company letterhead, it must be signed by the person(s) with whom the lease contract is made.**

GSA's payment due date will be thirty days after receipt of invoice or after the acceptance of goods or services, whichever of the two is later. The payment date is the date of the Treasury check or electronic funds transfer. Submittal of an improper invoice may lengthen the thirty days due date.

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