

- (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 filled 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:

Rooker Properties, LLC
a Georgia limited liability company

By: 2001 Winston Management Company, LLC, a
Georgia limited liability company, its Manager

By: [Redacted]
Print Name: John William Rooker
Title: Manager

WITNESSED FOR THE TRANSFEROR BY:

Name: Philip Perry
Title: UP
Date: 4.25.2017

TRANSFEE:

RP Asheville, LLC
a Georgia limited liability company

By: 2001 Winston Management Company, LLC, a
Georgia limited liability company, its Manager

By: [Redacted]
Print Name: John William Rooker
Title: Manager

WITNESSED FOR THE TRANSFEE BY:

Name: Philip Perry
Title: UP
Date: 4.25.2017

Government:

UNITED STATES OF AMERICA,

By: [Redacted]
Name: JANELE M. PAYNE
Title: LEASE CONTRACTING OFFICER

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	Lease Amendment No. <u>1</u>	EXHIBIT A
	To Lease No. <u>GS-04B-LNC00162</u>	

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.

INITIALS: JWR
TRANSFEROR

JWR
TRANSFEE

gp
GOVT.