

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2 TO LEASE NO. GS-04P-LTN60106
ADDRESS OF PREMISES Airport Business Park 2813 Business Park Drive, Building 1 Memphis, TN 38118-1556	PDN Number: NA

THIS AMENDMENT is made and entered into between CRE ABP MEMPHIS, LLC
WHOSE address is: 4600 WELLS FARGO CENTER
90 SOUTH 7TH 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 Construction and establish the Lump Sum payment for the construction of Tenant Improvements (TI) and Building Specific Amortized Capital (BSAC)

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 (LA2) 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 \$1,994,132.21 in accordance with the TICS Form described in Exhibit 'A'.

The Tenant Improvement Allowance of \$840,433.81 and Building Specific Amortized Capital (BSAC) of \$83,391.00 (\$840,433.81+\$83,391.00 = \$923,824.81) will be amortized over the first five (5) years of the term at an interest rate of 6.00%.

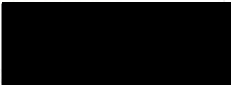
The remaining balance of the total cost of the Tenant Improvements is \$1,070,307.40 (\$1,994,132.21 - \$923,824.81) shall be paid by a lump sum payment upon completion and acceptance by the Government of the Tenant Improvements in accordance with section 1.09 TENANT IMPROVEMENT ADJUSTMENT.

This Lease Amendment contains 5 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.

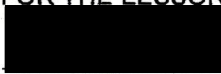
FOR THE LESSOR:

Signature: 
Name: Alonzo
Title: Manager
Entity Name: CRE ABP Memphis LLC
Date: 4/12/16

FOR THE GOVERNMENT:

Signature: 
Name: MARVETTE CRITNEY
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 4/13/16

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: S. MAX LOREN
Title: Director
Date: 4/12/16

After acceptance of the Tenant Improvements by the Contracting Officer, the Lessor shall receive a lump sum payment in the amount \$1,070,307.40 which reflects the amount that is not being amortized into the rental rate. The lessor will provide the Contracting Officer with an invoice. Tenant Improvements will be reconciled in accordance with the lease contract.

WHEREAS 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.

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 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: PS0034685

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 additional copy to:
General Services Administration
Realty Services Division (4PEB)
77 Forsyth Street
Atlanta, GA 30303
Attn: Marvette Critney or email: marvette.critney@gsa.gov

A proper invoice must include:

An invoice number provided by the Contracting Officer.
Name of your Business Concern and Invoice Date
Lease Contract No. 3 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.

Any changes or work performed by request of others and not the Contracting Officer shall be at the expense of the contractor.

Measurements:

All dimensions, measurements and/or quantities indicated in this specification are approximate and shall not be used by the contractor as definite. Contractors are expected to inspect the job site prior to acceptance of delivery order in order to acquaint

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themselves with the scope of the project and to verify measurements. In no event shall failure to inspect constitute grounds for claim after the delivery order is awarded

Quality Control:

The work performed under this contract must demonstrate skills of the highest quality. Any imperfections that reveal a lower level of workmanship (i.e., poor painting, uneven sills, poor joints, large nail holes, finishes, etc.) shall be deemed unacceptable. The GSA COR/PM will make random site visits to insure that the project is meeting standards and is acceptable. Any attempt to disguise poor workmanship shall be deemed unacceptable. Any work that is found to be unacceptable shall be removed at the expense of the contractor and re-performed correctly.

Substantial Completion Inspection: When notified the GSA COR/PM will conduct an inspection of the work performed. Any deficiencies will be required to be corrected prior to final payment being released.

Safety:

The safety of occupants and workers is of paramount importance any unsafe conditions must be addressed immediately. All activities conducted under this contract shall be performed in compliance with all applicable Safety regulations and guidelines including but not limited to:

Asbestos Awareness
Lead Paint
OSHA
NFPA
General worksite safety practices

Liquidated Damages:

If the contractor causes damage to the facility or its contents in any manner the contractor is responsible to correct damages or to pay for the necessary corrections. If the contractor fails to complete the work within specified time period, or any granted extension, the contractor shall pay 1 day equivalent to the rental rate per day to the government as liquidated damages: The sum as specified in the delivery order for each calendar day of delay.

Warranty:

In addition to any manufacturer's warranty, all materials and equipment provided shall be warranted against defect in material and workmanship for a period of one (1) year from the date of final acceptance by the government. Also, the Contractor shall guarantee all work performed shall to be free of defects in materials and workmanship.

Cleaning:

All rubbish resulting from installation shall be systematically collected and removed from the jobsite.

Work Hours:

All work under this contract shall be performed during normal working hours,

Period of Performance:

Period of performance is (150) days from Notice to Proceed (NTP)

Sustainability Practices:

The government reserves the right to keep all material resulting from demolition. All recyclable demolished materials (drywall, metal studs, metal tracks, cove base, carpet, etc.) shall be recycled. Documentation shall be furnished to the GSA Contracting Officer to support this recycling effort.

- Materials used in operations, alterations, maintenance, upgrades and construction projects (10% - 50% of purchase).
 - Made of 70% salvaged material.
 - Made of 10% post-consumer or 20% post-industrial waste.
 - Made of 50% rapidly renewable material.
 - FSC certified wood.

-or-

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- Made of 50% materials produced within 500 miles.
- Divert at least 50% of waste construction and demolition materials from landfills.
- Water-using equipment must conform to 1992 EPA water efficiency standards.
- Paints' and coatings' VOC emissions shall not exceed the Green Seal's Standard GS-11.
- Carpet meets the requirements of the Carpet and Rug Institute (CRI) Green Label Plus carpet testing program.
- Carpet cushions shall meet the CRI Green Label testing program.
- Composite panels and agrifiber products contain no urea formaldehyde resins.
- All interior construction programs shall operate as according to the SMACNA IAQ Guideline for Occupied Buildings under Construction, 1995, Chapter 3.

Government Standards:

- All electrical wiring and conduit concealed in gypsum board walls must be installed vertically.
- All materials and equipment utilized in performance of the work must meet the requirements of the Facilities Standards for the Public Buildings Service, PBS P-100 and other applicable codes and standards for the particular materials or equipment and installation of same.

- **TURNOVER PROCESS:**

Substantial Completion

Assist the GSA in conducting a final inspection and preparing a punch-list documenting remaining work.

Participate with the GSA in conducting follow-up inspections to administer resolution of punch-list items, involving stakeholders as appropriate.

Warranties, Guarantees and Certificates

Prepare and submit warranties, guarantees, and certificates, ensuring that the GSA rights and responsibilities are clearly defined.

Material Samples, Attic Stock and Spare Parts

As a condition for the GSA certification of substantial completion, provide an inventory list of all attic stock items to be turned over to the GSA at close-out.

Closeout/Admin Stage**CONTRACTOR Contract Closeout**

Resolve all punch list items.
Submit release of claims.

- **PAYMENT FOR CONSTRUCTION WORK**

Refer to FAR 52.232-5 Payments under Fixed-Price Construction Contracts and FAR 52.232-27 Prompt Payment for Construction Contracts.

- **TRAVEL**

Unless otherwise indicated in the Scope of Services sections, the Contractor is responsible for travel costs to support the requirements contained in this Statement of Work, including all progress meetings, workshops, reviews, and site visits. The Contractor shall assume all travel will be within the vicinity of the project site except as specifically indicated otherwise in the Scope of Services section.

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