

GENERAL SERVICES  
ADMINISTRATION  
PUBLIC BUILDINGS SERVICE

Lease Amendment No. 4

To Lease No. GS-04P-LFL60525

Effective Date: 3/28/18  
(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": CENTENNIAL EXPRESS, INC., a Florida corporation
- (2) "Signatory authorized to bind Transferor": Mary F. Maquire - Vice President
- (3) "Transferee": EDENDERRY PROPERTIES LLC, a New York limited liability company
- (4) "Signatory authorized to bind Transferee": Spencer Waxman - Manager
- (5) "Transfer Date": Date transfer of assets became effective under applicable State law: March 1, 2018
- (6) "Property": 1251 NW 36<sup>th</sup> Street, Miami, Florida 33142
- (7) "Leased Premises": 1251 NW 36<sup>th</sup> Street, Miami, Florida 33142

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-LFL60525. 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 dated March 1, 2018, recorded in the land records of Miami-Dade County, Florida, on March 13, 2018, Instrument # 20180148743, Book 30894 Pages 3161.
- (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.
- (8) Transferor and Transferee represent that the transfer has been properly affected and agree that the Government may rely on this representation.
- (9) Transferee will abide by Clause 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment, contained within the Lease.

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.

INITIALS: [Signature]  
TRANSFEROR

[Signature]  
TRANSFEREE

[Signature]  
GOVT.

- (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:**

CENTENNIAL EXPRESS, INC., a  
Florida corporation

By: 

Print Name: Mary F. Maguire

Title: Vice President

**WITNESSED FOR THE TRANSFEROR BY:**



Name: Lisa Schwartz  
Title: Dir. Marketing  
Date: 3.20.18

**TRANSFEEE:**

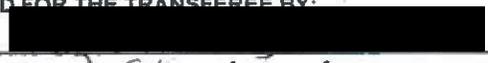
EDENDERRY PROPERTIES LLC, a  
New York limited liability company

By: 

Print Name: Spencer Waxman

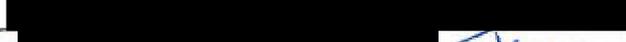
Title: Manager

**WITNESSED FOR THE TRANSFEEE BY:**



Name: Elizabeth Simon  
Title: Assistant  
Date: 3/23/18

Government: UNITED STATES OF AMERICA

By:   
Name: James Thompson  
Title: Lease Contracting Officer, Public Building Service

