

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE

LEASE AMENDMENT NO

04

DATE (GSA sign)

10/05/2015

LEASE AMENDMENT

TO LEASE NO

GS-07P-17165

ADDRESS OF PREMISES: 2717 Terrell Road  
Greenville, TX 75402-7302

THIS AGREEMENT, made and entered into this date by and between **Seven Properties LLP** (Former Lessor), and **BOYD GREENVILLE TEXAS GSA, LLC** (Lessor)

whose address is **303 West Madison, Suite 1925,  
Chicago, IL 60606**

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

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective August 17, 2015, as follows:

1. **BOYD GREENVILLE TEXAS GSA, LLC** Lessor, hereby assumes all the incomplete obligations of Lease GS-07P-17165 as amended, and agrees to perform same in accordance with the terms, conditions, and provisions thereof from and after August 17, 2015. Lessor further assumes all obligations and liabilities of and all claims and demands arising under Lease GS-07P-17165 against Former Lessor and ratifies and confirms all actions heretofore taken by Former Lessor with respect to the contract with the same force and effect as if the actions had been taken by Lessor. Nothing contained herein shall be construed as releasing the Former Lessor from the Former Lessor's obligations under the terms of the lease.
2. The Government agrees to accept the furnishings of the aforesaid premises in accordance with the terms, provisions, and conditions of said lease, as amended, reserving however, all the Government's rights against Lessor and Former Lessor.
3. **BOYD GREENVILLE TEXAS GSA, LLC** Lessor, waives all rights to payments under subject lease as against the Government arising prior to August 17, 2015.
4. Rent checks shall be made payable to: **BOYD GREENVILLE TEXAS GSA, LLC  
303 West Madison, Suite 1925,  
Chicago, IL 60606**
5. **BOYD GREENVILLE TEXAS GSA, LLC** Lessor, agrees to be added to ACH Vendor Enrollment per the Debt Collection Improvement Act, which became effective July 27, 1996, and further agrees to complete Standard Form 3881, ACH Vendor/Miscellaneous Payment Enrollment, and return it along with this agreement.
6. **BOYD GREENVILLE TEXAS GSA, LLC** Lessor, agrees to complete and return the GSA Form 3518, Representations and Certifications, which will be attached and made a part of this agreement.

(Continued on Page 2 attached hereto and made a part of LA No 04 to Lease GS-07P-17165)

INITIALS

GOV'T	LESSOR
DP	BOYD

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7. **BOYD GREENVILLE TEXAS GSA, LLC** Lessor, agrees to register in Dun & Bradstreet, Data Universal Numbering System (DUNS). Lessor, also agrees to register in the System for Award Management (SAM) database and update registration annually to maintain an active SAM status through final payment of this lease.
8. **BOYD GREENVILLE TEXAS GSA, LLC** (Former Lessor), confirms the transfer and waives any claims and rights against the Government that it now has or may have in the future in connection with the lease, GS-07P-17165, after August 17, 2015.
9. Notwithstanding the foregoing, all payments heretofore made by the Government to the Former Lessor and all other actions hereto taken by the Government pursuant to its obligations under the contract shall be deemed to have discharged the Government's obligations under the contract to the extent of the amounts so paid or reimbursed or such actions taken. The actual change of ownership took place on August 17, 2015 and the rent payments from that date to the current date were paid to former lessor and both lessor and former lessor waive rental claims stemming from those payments.
- 10 **BOYD GREENVILLE TEXAS GSA, LLC** (Lessor) agrees to indemnify and then save harmless the United States of America from and against any actions, loss, claims, or damages the United States of America may suffer or sustain by reason of the United States of America making payment under the Lease to between Seven Properties LLP and **BOYD GREENVILLE TEXAS GSA, LLC**.

All other terms and conditions of the lease shall remain in force and effect.

\_\_\_\_\_ and their names as of the above date.

[Redacted Signature]

[Redacted Signature]

Albuquerque, NM 87109-2105

Lessor: **BOYD GREENVILLE TEXAS GSA, LLC**

[Redacted Signature]

IN PRESENCE OF

*Amanda Jacobson - VP*  
(Printed Name and Title)

303 West Madison, Suite 1925,  
Chicago, IL 60606

UNITED STATES OF AMERICA

[Redacted Signature]

*Dee Graham*

Contracting Officer  
General Services Administration  
819 Taylor Street  
Fort Worth, TX 76102-6124  
(Official Title)