

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 9 Revised
	TO LEASE NO. GS-06P-LKS41036
LEASE AMENDMENT	
ADDRESS OF PREMISES 15375 West 95 th Street Lenexa, Kansas 66219	PDN Number: PS0033533

THIS AMENDMENT is made and entered into between **MEPT Kansas Commerce Center, LLC., a Delaware limited liability company**

whose address is: 7315 Wisconsin Avenue, Suite 350W
Bethesda, Maryland 20814

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 provide invoicing instructions for lump sum build out costs and serve as a Notice to Proceed with Change Order 6.

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 November 11, 2016 as follows:

1. This Lease Amendment shall serve as your Notice to Proceed in the amount of \$96,448.68 with Change Order 6 as described in Exhibit A. The combined amount approved for tenant improvements is now \$782,061.56. The Lessor has agreed to fund, and amortize in the rent over the remaining firm term of the lease at 8.00% interest, a total allowance of \$359,874.34. The remaining \$422,187.22, the Government has elected to pay in a one-time lump-sum payment.

This Lease Amendment contains 12 pages.

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:

MEPT Kansas Commerce Center LLC,
A Delaware Limited Liability Company

By: MEPT Edgemoor REIT LLC,
A Delaware Limited Liability Company, Its Manager

By: Bentall Kennedy (U.S.) Limited Partnership,
Its Authorized Signatory

By: Bentall Ken
Its General Partner

Signature: _____
Name: _____
Title: Vice President
Entity Name: _____
Date: 12/8/16

Signature: _____
Name: Oppa Dow
Title: _____
Entity Name: _____
Date: 12/8/16

FOR THE GOVERNMENT:

Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 12-22-16

WITNESSED BY THE LESSOR:

Signature: _____
Name: _____
Title: Senior Investment Analyst
Date: 12/8/16

2. Upon completion, inspection and acceptance of the work by the Lease Contracting Officer or her representative, and submission of a proper invoice, the Government agrees to compensate the Lessor for the specified lump-sum amount. Payment is contingent upon receipt of a proper invoice, which shall include:

- Invoice Date
- Name of Lessor, as shown on the Lease
- Lease contract number (GS-06P-LKS41036), Lease Amendment number (LA #9), and building address
- **PDN #: PS0033533 noted at the top of the invoice**
- Description, price, and quantity of items delivered
- "Remit to" address
- Name, title, phone number and mailing address of person to be notified in the event of a defective invoice

The **original** invoices for the lump sum totals should be submitted electronically on the Finance Website at www.finance.gsa.gov. Lessors who are unable to process invoices electronically may mail the invoices to the following address:

GSA Office of Finance
P.O. Box 17181
Ft. Worth, TX 76105-0181

Copies of the invoices need to also be sent to the Lease Contracting Officer at the following address:

General Services Administration
Attn: Gayle Dunning, Lease Contracting Officer
2300 Main Street
7th Floor - 6P1RW
Kansas City, MO 64108

OR emailed to the following email address: gayle.dunning@gsa.gov

INITIALS:


LESSOR

&


GOVT