

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 9
LEASE AMENDMENT	TO LEASE NO. GS-05P-LIN00290
ADDRESS OF PREMISES 100 LOGISTICS AVENUE JEFFERSONVILLE, IN 47130-4672	PDN Number: PS0039887

THIS AMENDMENT is made and entered into between **River Ridge Five, LLC**,

whose address is: 12910 Shelbyville Road #200, Louisville, KY 40243-1594

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 (NTP) to increase the Lump Sum Payment amount for a Government approved Change Order No. 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 upon execution of the Government as follows:

**[1] Approved Change Order And Lump Sum Cost**

Lease Amendment No. 9 constitutes confirmation of the Notice to Proceed (NTP) for approved Change Order No. 6 for Labor and Material cost as follows and is included in the Lump Sum Cost.

This Lease Amendment contains 4 pages: Lease Amendment (2 pages), Exhibit O (4 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:**

Signature: \_\_\_\_\_

Name: H.L. Heiner

Title: Manager

Entity Name: **River Ridge Five, LLC**

Date: 5/10/18

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_

Name: **Elleen Khanloo**

Title: **Lease Contracting Officer**

**GSA, Public Buildings Service**

Date: 5/11/18

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_

Name: Gabe Molnar

Title: Member - RES LLC

Date: 5/9/18

Change Order No.	Authorization Date	Description	Approved Amount
6	5/08/2018	<p>Lessor Change Order No. 15, labor, material and equipment necessary to complete installation of:</p> <p>1.a: Two (2) dedicated 120v NEMA 5-20P outlets in IT #124</p> <p>1.b: Two (2) dedicated 120v NEMA 5-20P outlets in IT #149B</p> <p>2.a: One (1) CAT-6 cable from Demark to IT #124</p> <p>2.b: One (1) CAT-6 cable from Demark to IT #149B</p> <p>2.c: Cables to be terminated in a surface mounted box in each location</p> <p>2.d: Cables to be tested and certified</p> <p>3.a: One (1) twelve-strand single mode fiber from Demark to IT #149B</p> <p>3.b: Two (2) fiber termination enclosures</p> <p>3.c: Terminate all fiber strands with LC connectors</p> <p>3.d: Test and certify all fiber strands</p>	
		<b>Total Approved Change Order and Lump Sum Cost</b>	

Attached is Exhibit O (2 pages) for Lease Amendment No. 9 For Change Order No. 6.

**[2] Lump Sum Payment For Lease Amendment No. 9 For Change Order No. 6**

Upon the completion, inspection, and acceptance of all work items by the Lease Contracting Officer (LCO) or his or her designated representative, the Government shall reimburse the Lessor a Lump Sum Payment in the amount of [REDACTED] for Change Order No. 6.

Upon completion and acceptance of Change Order identified herein, the Lessor shall submit for Lump Sum Payment of [REDACTED] by following these instructions:

1. Create and include a unique invoice number on the invoice submitted for payment.
2. Vendor's name and address must match the payee on the Government's lease document.
3. Please cite **PS Number PS0039887** on your invoice and submit the invoice directly to the General Services Administration, Greater Southwest Finance Center with a copy to the Leasing Contracting Officer. Invoices submitted to Finance without the PS number are immediately returned to the vendor or Lessor.

Please submit the invoice electronically on the Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov). Vendors or Lessors who are unable to process the invoice electronically, may mail the invoice to the following address:

**GSA, Greater Southwest Finance Center (7BCP)**  
**P.O. Box 17181**  
**Fort Worth, TX 76102**

This NTP only approves the amount of **\$18,170.00** for this Change Order No. 6. Any additional expenditure must be approved by the LCO in writing.

Title to items for which the Government makes a "Lump Sum" payment shall vest in the Government. These items can be removed in a commercially reasonable fashion by the Government at any time. The Lessor waives any restoration in connection with these items. Unless the Government has removed the items from the premises, the Lessor shall remain responsible for maintenance and repair of all items provided by the Lessor under this lease. If, after the lease term, any extensions or succeeding lease term, the Government elects to abandon any items in place, title shall pass to the Lessor. This paragraph shall also apply throughout the term of the lease to any work requested by the Government after occupancy.

INITIALS:

*LM*  
*PSND*  
 LESSOR

&

*ek*  
 GOVT

Total Change Order #15:

\$ 18,170

River Ridge Five LLC  
12910 Shelbyville Road, Suite 200  
Louisville, KY 40243

GSA  
Real Estate Division  
Room 3300, 230 S. Dearborn, Chicago, IL 60604

BY: *[Signature]*

Date: 5/10/18

BY: \_\_\_\_\_

Date: \_\_\_\_\_

*cm  
HH ek*