

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-06P-LMO41016
ADDRESS OF PREMISES 4241 NE 34 th Street Kansas City, MO 64117-3120	PDN Number: PS0036284

THIS AGREEMENT, made and entered into this date by and between **Government Properties Income Trust LLC** whose address is: 255 Washington Street, Suite 300 Newton, MA 02458-1634

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter 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 upon full execution as follows:

The purpose of this Lease Amendment (LA) Number five (5) is to provide authorization and payment for the Office Facility Renovation and Refurbish project for [REDACTED] at 4241 NE 34th Street, Kansas City, Missouri. The cost breakdown is attached.

1. The total project costs are **\$2,159,211.40**. The total project costs and scope of work are attached. Any additional work not set forth in the Construction Documents has not been included in the price. Payment will be broken out as follows:
2.
 - a. A progress payment of **\$539,802.85** from the Government will become due thirty (30) days after 25% completion, acceptance by the Government and receipt of an invoice from the Lessor.
 - b. A progress payment of **\$539,802.85** from the Government will become due thirty (30) days after 50% completion, acceptance by the Government and receipt of an invoice from the Lessor.
 - c. A progress payment of **\$539,802.85** from the Government will become due thirty (30) days after 75% completion, acceptance by the Government and receipt of an invoice from the Lessor.
 - d. A final payment of **\$539,802.85** from the Government will become due thirty (30) days after substantial completion, acceptance by the Government and receipt of an invoice from the Lessor.

This Lease Amendment contains 10 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: [REDACTED]
 Name: David M. Blackman
 Title: President and Chief Operating Officer
 Entity Name: Government Properties Income Trust LLC
 Date: 10-6-16

FOR THE GOVERNMENT

Signature: [REDACTED]
 Name: [REDACTED] ERC
 Title: Lease Contracting Officer
GSA, Public Buildings Service, 6PIRW
 Date: 10/11/16

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
 Name: [REDACTED]
 Title: [REDACTED]
 Date: 10/6/16

3. Original Invoice:

General Services Administration
Greater Southwest Finance Center (7BCP)
PO Box 17181
Fort Worth, TX 76102-0181
Please reference PDN #PS0036284

4. Change Orders: The Government will submit to the Lessor a formal request for any change orders, including scope of work and quantity. The Lessor shall obtain pricing for requested changes and submit a proposal to the Government. Once a change order is approved by the Contracting Officer in writing the Lessor may proceed with any change order items. After the project has been completed and accepted by the Government, a Lease Amendment (LA) will be issued to recognize any change orders (if applicable) and reconcile the final project cost.

5. FAR clause 52.222-6 entitled *Davis-Bacon Act* does not apply to this project.

INITIALS: WS & Kew
LESSOR GOV'T