

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1 (rev)
	TO LEASE NO. GS-06P-LMO31006
ADDRESS OF PREMISES  700 S. RIVERSIDE ROAD ST. JOSEPH, MO 64507-2504	PDN Number: <b>PS0033036</b>

**THIS AMENDMENT** is made and entered into between Herzog Railroad Services, Inc.

whose address is: 700 S. Riverside Road  
St. Joseph, MO 64507-2504

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

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

The purpose of this Lease Amendment (LA) is to provide a Notice to Proceed for Tenant Improvement construction and outline how the Lessor will be reimbursed for the project and correct the Lessor's zip code.

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 October 20, 2015 as follows:

1. This LA shall serve as the formal Notice to Proceed (NTP) to the Lessor to begin construction at 700 S. Riverside in St. Joseph, MO. Work shall be completed in accordance with the attached Design Intent Drawing, identified as Exhibit A. The amount of this NTP shall not exceed \$395,734.78. Of that amount, \$64,833.05 will be amortized in the rent at 4 percent interest over 60 months. An additional \$8,500 will be amortized in the rent at 4 percent for Building Specific Amortized Capital over 60 months. The remaining \$322,401.73 will be paid via lump-sum upon substantial completion of the construction and proper invoicing per the instructions below. Change orders must be commemorated in writing to the lessor from the Lease Contracting Officer. Variances to the scope of work, without obtaining approval in writing by the Government's Contracting Officer, may be rejected by the Government.
2. Upon completion, inspection, and acceptance of the work by the Lease Contracting Officer or his/her representative, and submission of proper invoice, the Government shall issue the Lessor payment for the lump-sum amount. Payment is contingent upon receipt of a proper invoice, which shall include:

This Lease Amendment contains **3** pages including Exhibit A.

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: D \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity Name: Herzog Railroad Services, Inc.  
Date: 12-18-2015

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, Real Estate Acquisition Division  
Date: DEC 21 2015

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 12/18/15

Name of the Lessor, which must appear exactly as shown in the Lease

Invoice date

**GSA PDN # PS0330336 noted at the top of the invoice**

Lease contract number (GS-06P-LMO31006), Lease Amendment Number One (1), and address of leased premises

Description, price and quantity of property and services actually delivered or rendered

"Remit to" address

Name, title, phone number and mailing address of person to be notified in the event of a defective invoice

3. An original invoice for the lump-sum total should be submitted electronically on the Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov).
4. A subsequent LA will be prepared upon substantial completion to reconcile the exact lump-sum amount.

Payment will be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

5. The Lessor's zip code and the zip code of the Property being leased is hereby corrected. The correct zip code is 64507-2504.

INITIALS:

  
LESSOR

&

  
GOV'T