

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2 TO LEASE NO. GS-06P-LMO61027
ADDRESS OF PREMISES 1927 INDUSTRIAL DRIVE LIBERTY, MO 64068-1329	PDN Number - PS0038157

THIS AMENDMENT is made and entered into between NP Liberty Industrial, LLC

whose address is: 4825 NW 41st St., Suite 500
Riverside, MO 64150-7806

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

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

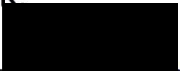
NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective April 13, 2017 upon execution of the Government as follows:

- 1) To incorporate change orders 1-5 into the Lease; and
- 2) To replace the Lease Term; and
- 3) To replace Section 1.08 TERMINATION RIGHTS; and
- 4) To establish the total cost of the TIs and provide the method of payment


This Lease Amendment contains 12 pages including Exhibit 'A'

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.


FOR THE LESSOR:

Signature: 
 Name: Nathaniel Haydon
 Title: Manager
 Entity Name: **NP Liberty Industrial, LLC**
 Date: 5-3-17.

FOR THE GOVERNMENT:

Signature: 
 Name: Kory R. Hochler
 Title: Lease Contracting Officer
General Services Administration
 Date: 5/5/2017

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: **Brian Votava**
 Title: **Supervising Broker**
 Date: 5/3/2017

- 1.) The following change orders in the amount of \$198,431.55 will be incorporated into the Lease which can be found in Exhibit 'A'. Total cost includes all Lessor fees, overhead and profit. Per this Lease Amendment the Change Orders have been reviewed and found fair and reasonable.

The following changes are hereby incorporated into the Lease:

C/O #	Date	Description	Amount
1	12/12/2016	Dry Sprinkler System	
2	1/11/2017	Double Acting Doors	
3	1/12/2017	Electrical Changes	
4	1/17/2017	Epoxy Flooring	
4B	1/31/2017	Moisture Test	
5A	4/17/2017	Window Film	
5B	4/17/2017	Door Stops, Surface Bolts, and Dead Bolts	
5C	4/17/2017	Replace 4 Analog Thermostats with Digital Thermostats	
5D	4/17/2017	Casework above Washer/Dryer	
TOTAL			\$198,431.55

- 2.) The Lease Term is hereby deleted and replaced with the following:

LEASE TERM

TO HAVE AND TO HOLD the said Premise with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of 10 years, 5 years firm beginning on **February 6, 2017 through February 5, 2027** subject to termination and renewal rights as may be hereinafter set forth.

- 3.) Section 1.08 TERMINATION RIGHTS is hereby deleted and replaced with the following:

The Government may terminate this Lease, in whole or in part at any time effective after **February 5, 2022** by providing not less than ninety (90) days prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

- 4.) The Government and Lessor agree that the final Tenant Improvement costs, including all approved change orders, is \$936,058.38.

Description	Amount
Total Amount for Tenant Improvements	\$737,626.83
Total Amount for Change Orders 1-5	\$198,431.55
TOTAL	\$936,058.38

Of the \$936,058.38 Tenant improvement costs, the Tenant Improvement Allowance of \$378,674.46 are amortized into the rent over 60 months at the rate of 7.0% as described in the Lease. The remaining balance of \$557,383.92 (\$936,058.38 - 378,674.46) shall be paid to Lessor upon completion, inspection, and acceptance of the space as described herein.

INITIALS:


LESSOR

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GOV'T

The Government shall reimburse the Lessor in a lump sum payment in the amount of \$557,383.92 upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Lease Contracting Officer.

Invoices shall be submitted to the Greater Southwest Finance Center (with a copy to the Lease Contracting Officer) electronically on the Finance Website at www.finance.gsa.gov. Additional assistance is available from the Finance Customer Service Line at 817-978-2408. Lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

General Services Administration
P.O. Box 17181
Fort Worth, TX 76102-0181

A Copy of the invoice must be provided to the GSA Contracting Officer at the following address:

General Services Administration
ATTN: Kory Hochler
2300 Main St., FL 7
Kansas City, MO 64108

A proper invoice must include the following:

- Invoice Date
- Unique invoice #
- Name of the Lessor as shown on the Lease
- Lease Contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN – PS0038157

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

All other terms and conditions shall remain in full force and effect

INITIALS:

LESSOR

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