

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-06P-LMO31006
ADDRESS OF PREMISES 700 S. RIVERSIDE ROAD ST. JOSEPH, MO 64507-2504	PDN Number: PS0033036

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 document Change Request (CR 003 and revise the lump sum amount due to the Lessor.

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 as follows:

1. This LA shall serve as the formal Notice to Proceed on CR 003, as outlined in the following Scope of Work:

- Front Door sign with agency symbol (Quantity: 1)
- "Press Button" sign above intercom (Quantity: 1)
- "Deliveries" sign to the side of intercom (Quantity: 1)
- Arrow signs throughout building (Quantity: 4)
- Lobby window signs (Quantity: 2)
- "After Hours" signs to be located at both building entrances (Quantity: 2)
- Two [REDACTED] Set (Quantity: 2)

This Lease Amendment contains **2** 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: [REDACTED] Dewille
 Title: [REDACTED] Engineer
 Entity Name: Herzog Railroad Services, Inc.
 Date: 6/9/16

FOR THE GOVERNMENT:

Signature: [REDACTED]
 Name: [REDACTED]
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, Real Estate Acquisition Division
 Date: 6/16/2016

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: _____
 Title: _____
 Date: _____

2. The new project total is \$406,600.65, which includes the amount stated in the initial Notice to Proceed on Lease Amendment 1 dated December 21, 2015 for \$395,734.78, CR 1 for [REDACTED] issued on December 23, 2015 and CR 2 for [REDACTED] issued on January 4, 2016. The cost for CR3 is [REDACTED]

3. In accordance with the lease, the Lessor has agreed to fund a TI allowance in the amount of \$64,833.05 and a Building Specific Amortized Capital allowance of \$8,500, both of which will be amortized at 4 percent interest over the firm term of the lease (60 months) upon completion and acceptance of the space. The remaining \$333,267.60 will be funded by the Government in a one-time lump-sum payment, upon completion, inspection and acceptance of the improvements by the Government and upon receipt of the Lessor's itemized invoice. Payment will be made in accordance with the Prompt Payment Act.

4. In addition to the rental rates, the Government shall reimburse the Lessor via lump sum for the remainder of the Tenant Improvement costs associated with this project as follows:

Source Document	Description	Cost
LA 1	Tenant Improvement Notice to Proceed	\$322,401.73
LA 2	Change Request 001: Door shift & cost reconciliation	[REDACTED]
LA 2	Change Request 002: Adding gypsum board, plywood & paint to section of South wall	[REDACTED]
LA 3	Change Request 003 – 11 Signs	[REDACTED]
Lump Sum Total		\$333,267.60

Upon 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:

- Name of the Lessor, which must appear exactly as shown in the Lease
- Invoice date
- GSA PDN # PS0033036 noted at the top of the invoice**
- Lease contract number (GS-06P-LMO31006), Lease Amendment Number Three (3), 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

5. An original invoice for the lump sum total should be submitted electronically on the Finance Website at www.finance.gsa.gov and emailed to Kristin.Sowell@gsa.gov.

6. 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.

INITIALS:  & 
 LESSOR & GOV'T