

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	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 establish substantial completion of Tenant Improvements so rental payments may begin, document two change requests that were made during construction and revise the janitorial requirements of the 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 as follows:

1. Tenant Improvements at the Government's demised space are substantially complete. In accordance with the lease, the term and rental payments will commence February 19, 2016. The Government shall pay the Lessor annual rent, payable in monthly in arrears, at the following rates: ✓

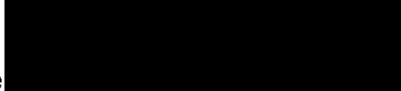
This Lease Amendment contains **2** pages.

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: 
Name: _____
Title: _____
Entity Name: Herzog Railroad Services, Inc.
Date: 3/9/16

FOR THE GOVERNMENT:

Signature: 
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service, Real Estate Acquisition Division
Date: 3/14/16

WITNESS LESSOR BY:

Signature: 
Name: Ray Denville
Title: Assistant
Date: 3/9/16

	FIRM TERM	NON FIRM TERM
	FEBRUARY 19, 2016-FEBRUARY 18, 2021	FEBRUARY 19, 2021-FEBRUARY 18, 2026
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$21,120.00	\$22,598.40
OPERATING COSTS ²	\$8,910.00	\$8,910.00
TENANT IMPROVEMENTS RENT ³	\$14,327.99	\$0.00
BUILDING SPECIFIC AMORTIZED CAPITAL ⁴	\$1,878.49	\$0.00
TOTAL ANNUAL RENT	\$46,236.48	\$31,508.40

¹Shell rent calculation:

(Firm Term) \$14.5755694 per RSF multiplied by 1,449 RSF

(Non Firm Term) \$15.5958592 per RSF multiplied by 1,449 RSF

² Operating Costs rent calculation: \$6.14906832 per RSF multiplied by 1,449 RSF

³ The Tenant Improvement Allowance of \$64,833.05 is amortized at a rate of 4 percent per annum over 5 years

⁴ Building Specific Amortized Capital (BSAC) of \$8,500.00 are amortized at a rate of 4 percent per annum over 5 years

2. 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
Lease Amendment 1	Tenant Improvement Notice to Proceed	\$322,401.73
Change Request 1	Door shift & cost reconciliation + see Exhibit A, attached	
Change Request 2	Adding gypsum board, plywood & paint to section of South wall - see Exhibit B, attached	
Lump Sum Total		\$332,373.81

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 # PS0330336 noted at the top of the invoice

Lease contract number (GS-06P-LMO31006), Lease Amendment Number Two (2), 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 and emailed to Kristin.Sowell@gsa.gov.
4. 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. Paragraphs 6.07 (A) and (B) of the Lease are hereby amended as follows:

JANITORIAL SERVICES (JUN 2012)


A. Twice Weekly. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures, and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space.

B. Twice Weekly. Sweep or vacuum stairs.

INITIALS:


LESSOR

&


GOVT