

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 20	TO LEASE NO. GS-06P-79045	DATE 9/20/2010	PAGE 1 of 3
ADDRESS OF PREMISES 200 Space Center Drive, Lee's Summit, Missouri			

THIS AGREEMENT, made and entered into this date by and between

whose address is Space Center Kansas City, Inc.
1500 West GeoSpace Drive
Independence, MO 64056

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 _____, as follows:

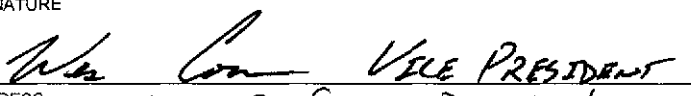
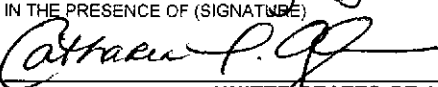
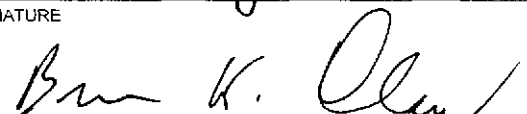
The word "effective" directly above was deleted prior to signature by either party.

This Supplemental Lease Agreement (SLA) #20 reflects the necessary alterations to the Lease providing for an expansion of space, Rooms 16 and 17, hereafter known as Block D, to house the [REDACTED]

1. This SLA #20 provides for an expansion of space known as Block D, in the amount not to exceed 113,000 rentable square feet (113,000 ANSI/BOMA Office Area (usable) square feet) of warehouse, office and support space as indicated in Exhibit A. Block D will consist of two separate rooms. Room 17 will have 56,500 rentable square feet of space, and room 16 will have 56,500 rentable square feet of space. The storage space shall accommodate 250,000 boxes per room and calculated by 4.65 ft³ of storage for each square foot of floor area. A clearance of 14'9" will be achieved with a designed slope of .6% (or less) and multiple levels (if needed) being constructed in each of the two stack rooms. The dock area shall be approximately 2,600 ft² with two dock high doors, electric operators and levelers and battery charging station. Office improvements will be comparable to the office space built in Room 12. Two satellite restrooms will be built in the southeast corner of Room 16. The stack rooms shall be built out the same as the previous records storage rooms 12-15.
2. Block D will be delivered in phased occupancy. Room 17 (which includes the dock and office areas) will be delivered first, on or about December 1st, 2010 with an effective date of December 15th, 2010. Room 16 shall be delivered on or about March 1st, 2011 with an effective date of March 15th, 2011. A subsequent supplemental lease agreement shall establish the actual effective date upon acceptance of the space by the Government.
3. The facility will be designed and constructed to conform to the fire safety, security and other records protection requirements stated in 36 CFR 1234 (Formerly 36 CFR 1228 Subpart K).

All other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR:	
SIGNATURE 	NAME OF SIGNER WES COWAN
ADDRESS 1500 West GeoSpace Dr, Independence, MO 64056	
IN THE PRESENCE OF (SIGNATURE) 	NAME OF SIGNER Catherine L. Granville
UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, PBS/REALTY SERVICES DIVISION	
SIGNATURE 	NAME OF SIGNER Brian K. Dunlay
	OFFICIAL TITLE OF SIGNER Contracting Officer

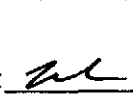
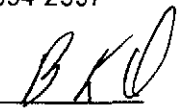
4. The expansion space shall accommodate a maximum of 250,000 boxes per room calculated by 4.65 ft³ of storage per square foot of floor space (250,000 boxes ÷ 4.65 ft³ = 53,475 sf) based on an anticipated rack height of 13 shelves. Any additional square footage required to achieve 250,000 boxes for each storage room will be at no additional cost to the Government.
5. Annual Rent for the expansion space, Block D, shall be as follows:

	<u>Start Date</u>	<u>End Date</u>	<u>Base/Shell</u>	<u>Operating Rent</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
Room 17	12/15/2010	8/14/2017	\$208,628.83	\$35,010.06	\$243,638.89	\$20,303.24
Room 16	3/15/2011	8/14/2017	\$208,628.83	\$35,010.06	\$243,638.89	\$20,303.24

*Regarding the table above, Operating Rent is stated in the base year, and no escalations are reflected. However, the operating rent for each room would be \$46,797 with escalation through 8/14/2010. The Government shall pay for 1 half of the dock and office areas effective 12/15/2010 and the remainder of these area shall be paid for effective 3/15/2011. Upon completion of the rooms 16 and 17 a new SLA will be completed reconciling the rent for the entire space."

6. The new total base cost of services (BCOS) will be \$482,422.49. The base year for adjustments remains August 15, 1997. This total includes two additional services for Block A that have been de-escalated and added to the BCOS. These dollar amounts are \$1,360.14 (from 1380.00 in SLA #3) and \$13,533.73 (from \$15,132.00 in SLA #9). The original BCOS was calculated by multiplying the new rentable square footage (754,508) by the base operating rent (\$0.619647).
7. The Lessor shall provide entire build-out of the space including permits, parts, tools, labor, equipment, materials and supervision necessary to construct the expansion space, Block D, required for [REDACTED] occupancy, in accordance with Exhibit A, attached.
8. Upon completion of the expansion space, the Lessor shall provide the GSA Contacting Officer with a copy of the "as-built" drawings for the entire Block D space.
9. Upon termination of the Lease and in the event the Government elects not to remove the alterations, additions and fixtures installed pursuant to the agreement, the Lessor may not require the government to restore the premises to condition provided for in original plans and specifications. However, in the event said alterations, additions and fixtures are removed by the Government, the Government agrees to restore premises to condition provided in original plans and specifications at commencement of its occupancy minus elements or circumstances over which the Government has no control, or pay in lieu thereof the difference between the fair market value of the property in its unrestored condition and its value in a restored condition.
10. Upon completion and acceptance of the both rooms, the Government shall pay the Lessor a lump sum payment of **\$120,000.00**. Payment for all lump sum items shall become due thirty (30) days after the completion and acceptance of the space by the Government and receipt of invoice from the Lessor.
11. The government will be provided ten (10) new inside parking spaces.
12. The **original** invoice must be sent directly to the GSA Finance Office at the following address:

General Services Administration
 FTS and PBS Payment Division (7BCP)
 P.O. Box 17181
 Ft. Worth, TX 76102-0181
 Telephone (817) 334-2397

INITIALS:  & 
 Lessor Government

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 SLA No. 20