

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1 TO LEASE NO. GS-06P-LMO31055
ADDRESS OF PREMISES Space Center Summit II 850 Summit II Loop Kansas City, MO 64136-1243	PDN Number: NA

THIS AMENDMENT is made and entered into between **Space Center Kansas City, Inc.**

whose address is: 1500 W Geospace Dr.
Independence, MO 64056-1783

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

WHEREAS, the parties hereto desire to also amend the above Lease to establish the free space that's in addition to the existing square footage stated under 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, effective June 1, 2016 as follows:

1. The **LEASE TERM** paragraph of the lease is deleted in its entirety and replaced with the following:

To Have and To Hold the said Premises with its appurtenances for the term beginning on June 1, 2016 through May 31, 2031 subject to termination and renewal rights as may be hereinafter set forth.

2. Paragraph 1.01 A. of the Lease is amended to add the following statement:

Please reference Lease Paragraph 7.06 *Free Space*.

3. Paragraph 1.01 B. of the Lease is amended in part to state the following:

The Common Area Factor (CAF) is established as 1.0050422

This Lease Amendment contains 3 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: _____

Date: 6-6-16

FOR THE GOVERNMENT:

Signature: _____

Name: Joseph J. Schurle

Title: Lease Contracting Officer

GSA, Public Buildings Service, 6P1RE

Date: 6/13/16

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: Senior Property Manager

Date: 6 June 2016

4. Paragraph 1.05 A. of the Lease is deleted in its entirety and replaced with the following:

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

Annualized 122,925 RSF / 122,308 ABOA SF 25 Parking Spaces								
Term	RSF	ABOA SF	Shell	Operating Costs	Tenant Improvements ¹	Building Specific Amortized Capital ²	Parking ³	Total Annual Rent
June 1, 2016 - Substantial Completion	118,000	117,408	\$411,815.25	\$0.00	\$0.00	\$0.00	\$0.00	\$411,815.25
Substantial Completion - May 31, 2021	118,000	117,408	\$411,815.25	\$150,069.00	\$221,657.39	\$5,277.91	\$0.00	\$788,819.55
June 1, 2021 - May 31, 2026	118,000	117,408	\$451,011.25	\$150,069.00	\$221,657.39	\$5,277.91	\$0.00	\$828,015.55
June 1, 2026 - May 31, 2031	118,000	117,408	\$485,951.00	\$150,069.00	\$0.00	\$0.00	\$0.00	\$636,020.00
June 1, 2016 - May 31, 2031	4,925	4,900	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

1 - The Tenant Improvement Allowance of \$1,637,889.39 is amortized at a rate of 4.5% per annum over the remaining firm term after substantial completion, which is estimated to be June 1, 2017 (108 months).

2 - Building Specific Amortized Capital (BSAC) of \$39,000 is amortized at a rate of 4.5% per annum over the remaining firm term after substantial completion, which is estimated to be June 1, 2017 (108 months).

3 - Parking costs described under sub-paragraph H below.

5. Paragraph 1.05 C. of the Lease is amended to add the following statement:

The amortization term will be established through a Lease Amendment once substantial completion has occurred.

6. Paragraph 1.06 B. of the Lease is deleted in its entirety and replaced with the following:

1.06 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. CBRE, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is [REDACTED] and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission will be payable to CBRE, Inc. with the remaining [REDACTED] which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments AFTER SUBSTANTIAL COMPLETION and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the Rent and Other Consideration paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments AFTER SUBSTANTIAL COMPLETION and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$64,202.70 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Months Rent.*

Month 2 Rental Payment \$64,202.70 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Months Rent.*

Month 3 Rental Payment \$64,202.70 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Months Rent.*

Month 4 Rental Payment \$64,202.70 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Months Rent.*

INITIALS:


LESSOR

&


GOVT

Month 5 Rental Payment \$64,202.70 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5th Months Rent.*

Month 6 Rental Payment \$64,202.70 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 6th Months Rent.*

* Subject to change based on adjustments outlined under the paragraph Rent and Other Consideration.

7. Paragraph 1.07 of the Lease is deleted in its entirety and replaced with the following:

The Government may terminate this Lease, in whole or in part, at any time effective after 5/31/2026, by providing not less than 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 the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

8. Paragraph 1.15 of the Lease is deleted in its entirety and replaced with the following:

As of the Lease award date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 95.99%. The Percentage of Occupancy is derived by dividing the total Government Space of 118,000 RSF by the total Building space of 122,925 RSF.

9. Paragraph 7.06 *Free Space* has been added to Section 7 of the Lease to state the following:

A. The Lessor agrees to provide 4,925 RSF, yielding 4,900 ABOA SF of free warehouse and related space. The Government will occupy a total of 122,925 RSF, yielding 122,308 ABOA SF of warehouse and related contiguous space.

B. The Government shall pay for the construction of the Tenant Improvements for the free space. All other costs associated with the free space shall be provided by the Lessor at no cost to the Government.

C. The TIA and BSAC will remain as stated under Paragraph 4 of this Lease Amendment.

10. Services required per GS-06P-LMO31055 for an occupied building will not be required until the space is substantially complete.

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LESSOR GOVT