

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3 TO LEASE NO. GS-06P-LMO31055
Space Center Summit II 850 Summit II Loop Kansas City, MO 64136-1243	PDN Number: PS0038280

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

whose address is: 1500 W. GeoSpace Drive
 Independence, MO 64056-1783

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 as follows:


1. The first purpose of this Lease Amendment (LA) is to add an additional 9,860 rentable square feet (RSF) yielding 9,810.53 ANSI/BOMA (ABOA) Office Area square feet of expansion space. The expansion of said premises shall be coterminous with the existing subject Lease and expire on May 31, 2031. The space is broken out as follows:

Space Description	Effective Date of Space	ABOA SF	RSF
Original Space Requirement	June 1, 2016	117,408	118,000
Free Warehouse Space	June 1, 2016	4,900	4,925
Expansion Space	September 12, 2017	9,810.53	9,860
Total SF		132,118.53	132,785
<i>*While rent started on 6/1/2016 for the original space requirement, it was not declared substantially complete.</i>			

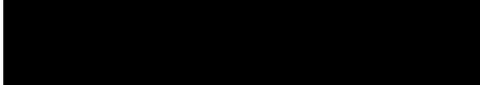
This Lease Amendment contains 3 pages and Exhibit A containing 2 pages.

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.

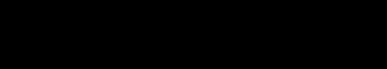
FOR THE LESSOR:

Signature: 
 Name: Wes Cowan
 Title: VICE PRESIDENT
 Entity Name: Space Center Kansas City, Inc.
 Date: Nov 1, 2017

FOR THE GOVERNMENT:

Signature: 
 Name: Kristin Schlueter
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, Real Estate Acquisition Division
 Date: 11/6/2017

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: Catharine L. Angles
 Title: Senior Property Manager
 Date: 1 November 2017

2. The second purpose of this LA is to establish beneficial occupancy for 24,362 RSF of space, which includes the office, production and mail room areas, and commence billing for the Tenant Improvements (TI) associated with this space, as of September 12, 2017. The TIs associated with the space total \$2,075,899.82. Of the \$2,075,899.82, the Tenant Improvement Allowance of \$1,637,889.39 shall be amortized in the rent over the remaining firm term (105 months) at the rate of 4.5%, as prescribed in the Lease. The remaining balance of \$438,010.43 shall be paid to the Lessor in accordance with paragraph 9 below.
3. The third purpose of this LA is to commence billing for operating expenses throughout the space beginning September 12, 2017.
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:

Term	RSF	ABOA SF	Shell	Operating Costs	Tenant Improvements ¹	Building Specific Amortized Capital ²	Total Annual Rent
June 1, 2016 - September 11, 2017	118,000	117,408	\$411,815.25	\$0.00	\$0.00	\$0.00	\$411,815.25
September 12, 2017 - May 31, 2021	127,860	127,218.53	\$446,226.27	\$162,608.67	\$226,798.36	\$5,400.33	\$841,033.62
June 1, 2021 - May 31, 2026	127,860	127,218.53	\$488,697.44	\$162,608.67	\$226,798.36	\$5,400.33	\$883,504.80
June 1, 2026 - May 31, 2031	127,860	127,218.53	\$526,783.20	\$162,608.67	\$0.00	\$0.00	\$689,391.87
(June 1, 2016 - May 31, 2031)	4,925	4,900	\$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 (105 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 (105 months)



5. The fourth purpose of this LA is to serve as contractual approval for Notice to Proceed (NTP) for Change Order (CO) 1 for Security in the amount of [REDACTED] and NTP for CO 2 in the amount of [REDACTED]. NTP for CO 1 and NTP for CO 2 are attached as Exhibit A.
6. Paragraph 1.15 **PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT** is deleted in its entirety and replaced with the following:

The Government's Percentage of Occupancy as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 96 percent. The Percentage of Occupancy is derived by dividing the total Government space of 127,860 by the total building space of 132,785 RSF.
7. Paragraph 1.17 **OPERATING COST BASE** is deleted in its entirety and replaced with the following:

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment", that the Lessor's base rate for operating costs shall be \$1.2717712 per RSF (\$162,608.67/annum).
8. Additionally, the purpose of this Lease Amendment is to require semi-annual scaling versus annual scaling in the leased space.
9. 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.

INITIALS:  & 
 LESSOR GOV'T

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 of office, production and mail room areas, or September 12, 2017, and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$70,086.14 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.*

Month 2 Rental Payment \$70,086.14 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.*

Month 3 Rental Payment \$70,086.14 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.*

Month 4 Rental Payment \$70,086.14 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 4th Month's Rent.*

Month 5 Rental Payment \$70,086.14 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 5th Month's Rent.*

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

10. Upon completion, inspection and acceptance of the work by the Lease Contracting Officer or his/her representative, and 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 #PS0038280 noted at the top of the invoice**
- Lease contract number (GS-06P-LMO31055), Lease Amendment Number 3, and address of lease 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

An **original** invoice for the lump-sum total should be submitted electronically on the Finance website at www.finance.gsa.gov

If unable to process the invoice electronically, the Lessor may mail the invoice to the following address:

GSA Office of Finance
P.O. Box 17181
Ft. Worth, TX 76105-0181

A **copy** of the invoice must be sent to the Lease Contracting Officer at the following address:

GSA, Real Estate Acquisition Division
Attn: Kristin Schlueter, Lease Contracting Officer
2300 Main Street, 7th Floor (6P1RE)
Kansas City, MO 64108
Kristin.schlueter@gsa.gov

The lessor waives restoration for the alterations necessary under this Lease Amendment.

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