

## EIGHTH ADDENDUM TO LEASE AGREEMENT

**THIS EIGHTH ADDENDUM TO LEASE AGREEMENT** (the “**Eighth Addendum**”) is made and entered into as of \_\_\_\_\_, 2025, by and between **BRE SPACE KANSAS CITY LLC**, a Delaware limited liability company (“**Lessor**”) and **JACKSON COUNTY, MISSOURI**, a First Class Constitutional Home Rule Charter County (“**Lessee**”).

### RECITALS

- A. Lessor (as successor in interest to Space Center Kansas City, Inc., a Minnesota corporation, as successor in interest to GeoSpace Joint Venture, a Missouri general partnership) and Lessee are parties to that certain Lease Agreement dated December 29, 1995 (the “**Original Lease**”), which Original Lease has been previously amended by that certain First Addendum to Lease Agreement dated March 3, 1999, by that certain Second Addendum to Lease Agreement dated March 1, 2000, by that certain Third Addendum to Lease Agreement dated January 24, 2004, by that certain Fourth Addendum to Lease Agreement dated April 17, 2009, by that certain Fifth Addendum to Lease Agreement dated December 18, 2012, by that certain Sixth Lease Agreement Addendum to Lease Agreement dated December 4, 2015 and by that certain Seventh Addendum to Lease Agreement dated October 27, 2020 (collectively, the “**Existing Lease**”). Pursuant to the Existing Lease, Lessor has leased to Lessee space currently containing approximately **55,000** square feet of net usable space (the “**Premises**”) lying below the top of the Bethany Falls ledge of rock and commonly identified as 1560 West GeoSpace Drive, Independence, Missouri 64056 (the “**Building**”).
- B. The Existing Lease by its terms expires on December 31, 2025, and the parties desire to extend the term of the Existing Lease, all on the following terms and conditions. The Existing Lease as amended by this Eighth Addendum is herein referred to as the “**Lease**”.

**NOW, THEREFORE**, in consideration of the above recitals which by this reference are incorporated herein, the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby amend the Existing Lease and agree and represent as follows:

1. **Extension.** The term of the Existing Lease is hereby extended for a period of 60 months and shall commence on January 1, 2026 (the “**Seventh Extension Date**”) and expire on December 31, 2030 (“**Seventh Extended Termination Date**”), unless sooner terminated in accordance with the terms of the Lease (the “**Seventh Extended Term**”). Effective as of the Seventh Extension Date, the term of Lease shall mean the term of the Lease as extended through the Seventh Extended Termination Date.
2. **Base Rent.** From and after the Seventh Extension Date, the schedule of rent payable with respect to the Premises during the Seventh Extended Term is the following:
  - 2.01. From and after the Seventh Extension Date, the schedule of rent payable with respect to the Premises during the Seventh Extended Term is the following:

Period	Monthly Rent
01/01/26 – 12/31/26	\$16,729.17
01/01/27 – 12/31/27	\$17,272.75
01/01/28 – 12/31/28	\$17,834.21
01/01/29 – 12/31/29	\$18,414.00
01/01/30 – 12/31/30	\$19,012.13

All such Base Rent shall be payable by Lessee in accordance with the terms of the Lease.

- 2.02. Effective as of Seventh Extension Date, Section 3 (Base Rent) of the Original Lease shall be deleted in its entirety and replaced with the following:

“3. **Rent.** All rent shall be payable to Lessor at such location as Lessor may designate from time to time in writing. Any rent unpaid for more than five (5) business days after Lessor’s delivery of written notice to Lessee of such delinquency shall be subject to a late charge of 10% of the monthly rental payment for each month or partial month the rent payment is late. All such rent shall otherwise be payable by Lessee in accordance with the terms of the Lease.

Funds sufficient to meet the Lessee’s financial obligations set out herein are subject to appropriation in Lessee’s 2026 and future years’ annual budgets. Lessee agrees to use its best efforts to ensure that funds sufficient to cover rental payments for each year of the Lease (including the Seventh Extended Term) and any subsequent renewal term, are included in its annual budgets and agrees that in the event that sufficient funds to pay any rental payment due under the Lease are not appropriated in Lessee’s annual budget for any year under the Lease, including the Seventh Extended Term and any subsequent renewal term, Lessee shall not lease space for money from any other owner of real property or leasing agent for the purpose of storing the same materials which are to be stored on the Premises under the Lease.”

3. **Operating Expenses and Taxes.** From and after Seventh Extension Date, Lessee shall pay Lessee’s Share of Operating Expenses and Taxes in accordance with the terms of this Section 3.

3.01. **Lessee’s Share.** The Lessee’s Share (“**Lessee’s Share**”) shall mean the proportion of the square footage of the Premises to the square footage of the Space Center Executive Park, being the Project of which the Premises forms a part (4,869,533 sf). Accordingly, the Lessee’s Share shall be 1.1295%. From and after Seventh Extension Date, Lessee shall pay Lessor, in monthly installments, Lessee’s Share of 1/12th of the Lessor’s then current estimate for Lessee’s Share of the Estimated Expenses (as herein defined), without notice, demand, abatement, offset or deduction, in advance, on the first day of each calendar month, in accordance with the terms of the Lease. Notwithstanding anything contained herein to the contrary, the Operating Expenses (as herein defined) for calendar year 2026 only shall be capped at \$1.20 psf per annum (i.e., \$5,500.00 per month).

3.02. **Taxes. “Real Property Taxes”** shall mean (a) all taxes, assessments, supplementary taxes, possessory interest taxes, levies, fees, exactions or charges and other governmental charges, together with any interest, charges, and fees in connection therewith, which are assessed, levied, charged, conferred or imposed by any public authority upon the Building or the Project (not for the exclusive use of other tenants of the Project) or any other improvements, fixtures, equipment or other property located at or on the Building, the Project, any excise, use, margin, transaction, sales or privilege taxes, assessments, levies or charges and other taxes assessed or imposed on Lessor upon the rents payable to Lessor under the Lease (excluding net income taxes imposed on Lessor unless such net income taxes are in substitution for any Real Property Taxes payable hereunder), including but not limited to, gross receipts taxes, assessments for special improvement districts and building improvement districts, governmental charges, fees and assessments for police, fire, traffic mitigation or other governmental service of purported benefit to the Building, Project or Premises, taxes and assessments levied in substitution or supplementation in whole or in part of any such taxes and assessments and the share of the Building, Project and Premises of any real estate taxes and assessments under any reciprocal easement agreement, common area agreement or similar agreement as to the Building, Project or Premises; (b) all personal property taxes for property that is owned by Lessor and used in connection with the operation, maintenance and repair of the Building, Project or Premises; and (c) all costs and fees incurred in connection with seeking reductions in any tax liabilities described in (a) and (b), including, without limitation, any costs incurred by Lessor for compliance, review and appeal of tax liabilities. Prior to delinquency, Lessee shall pay (and, upon request, provide Lessor with evidence of payment thereof) all taxes and assessments, together with any interest, charges, fees and penalties in connection therewith, levied upon or arising from (i) Lessee’s property, (ii) the conduct of Lessee’s business, or (iii) Lessee’s leasehold estate. Lessor shall pay directly to the taxing authority prior to delinquency any and all Real Property Taxes and Lessee shall reimburse Lessor for Lessee’s Share as specified herein.

3.03. **Operating Expenses. “Operating Expenses”** means the total costs and expenses incurred, or sums paid, by Lessor in the operation, maintenance and management of the Premises, the Building and/or the Project, including, but not limited to: (1) the charges at the rate charged by the respective utility company for any

utilities provided by Lessor pursuant to the Lease; (2) Lessor's cost to maintain the Building and/or the Project as set forth in the Lease; (3) the costs relating to the insurance maintained by Lessor, including, without limitation, Lessor's cost of any deductible or self-insurance retention; (4) costs of capital improvements or capital replacements made to or capital assets acquired for the Building or the Project that are (A) intended to reduce current or future Operating Expenses, enhance the safety or security of the Building or the Project or its occupants, or enhance the environmental sustainability of the Building's or Project's operations or (B) required under any law that is enacted or first interpreted to apply to the Building or Project after the date of this Eighth Addendum; provided that such capital costs, or an allocable portion thereof, shall be amortized over the lesser of (i) the useful life of the item purchased through such capital expenditure, as reasonably determined by Lessor, or (ii) the period of time that Lessor reasonably estimates will be required for any Operating Expenses savings resulting from such capital expenditure to equal such capital expenditure, together with interest on the unamortized balance at 10%; (5) assessments and all other costs assessed or charged under the CC&Rs, if any, that are attributable to the Building and/or the Project in connection with any property owners or maintenance association or operator; (6) the costs of maintaining and/or improving the energy efficiency or sustainability of the Building; (7) Real Property Taxes; and (8) a property service fee, to cover employees (including but not limited to property management and engineering salaries and benefits) of and vehicles utilized by Lessor providing repair, maintenance and related services to the Building or the Project, and equipment, tools and materials used in connection with and other costs related to such services. Operating Expenses shall not include: (a) repairs to the extent covered by insurance proceeds that are actually received by Lessor, or paid by Lessee or other third parties; (b) alterations solely attributable to lessees of the Project other than Lessee; (c) financing and refinancing costs (except as provided above), interest on debt or amortization payments on any mortgage, or rental under any ground or underlying lease; (d) leasing commissions, advertising expenses, lessee improvements or other costs directly related to the leasing of the Project; or (e) the cost to (i) maintain the Building footings, foundations, structural steel columns and girders, and (ii) replace the structural components of the Building (x) roof (i.e., roof joists and decking), and (y) exterior walls. If the Building or the Project is less than fully occupied during any calendar year, then the variable components of Operating Expenses as determined by Lessor shall be calculated as if the Building or the Project had been fully occupied for the full calendar year.

- 3.04. **Adjustment; Reconciliation.** On or before December 31<sup>st</sup> of each calendar year (unless the Lease shall expire or terminate at the expiration of such calendar year), Lessor shall endeavor to provide Lessee with written notice ("**Estimated Expenses Notice**") of the estimated Operating Expenses (the "**Estimated Expenses**") due and payable by Lessee under the Lease for the following calendar year (subject to the availability of information reasonably necessary to prepare such estimate). If Lessor does not so provide Lessee with the Estimated Expenses Notice on or before December 31<sup>st</sup> (unless the Lease shall expire or terminate at the expiration of such calendar year), then Lessee shall continue to pay the Estimated Expenses then in effect until such time as Lessor provides Lessee with the Estimated Expenses Notice. Upon any delivery of the Estimated Expenses Notice to Lessee after January 1<sup>st</sup>, Lessor or Lessee shall promptly pay to the other the amount of any overpayment or deficiency then due from one to the other, or at Lessor's option, Lessor may credit Lessee's account for any overpayment but refunded within 90 days of Lease expiration. Lessor may adjust the amount of Estimated Expenses from time to time if same increase or decrease; Lessor may also invoice Lessee separately from time to time for any extraordinary or unanticipated Estimated Expenses. As soon as practical following the end of each calendar year (but in no event later than 180 days after the calendar year-end with respect to Operating Expenses, but not the portion of Operating Expenses comprising Real Property Taxes, and as soon as practical after the expiration or termination of the Lease or, at Lessor's option, after a sale of the Building), Lessor shall provide Lessee with a statement of Lessee's Share of the actual Operating Expenses for the preceding calendar year or part thereof. Subject to Lessee's audit rights set forth below, within 20 business days after delivery of such statement to Lessee, Lessor or Lessee shall pay to the other the amount of any overpayment or deficiency then due from one to the other or, at Lessor's option, Lessor may credit Lessee's account for any overpayment. If an event of default by Lessee occurs, then Lessor may, but shall not be required to, pay or credit any overpayment to Lessee until such default is cured. If Lessee does not give Lessor notice within 20 days after receiving Lessor's statement that Lessee disagrees with the statement and specifying the items and amounts in dispute, then Lessee shall be deemed to have waived the right to

contest the statement. Lessor's and Lessee's obligation to pay any overpayment or deficiency due the other pursuant to this Section shall survive the expiration or termination of the Lease.

- 3.05. **Books and Records.** Within 60 days after receiving any statement of Operating Expenses for any calendar year (the "**Review Notice Period**"), Lessee may give Lessor notice ("**Review Notice**") stating that Lessee elects to review Lessor's calculation of the Operating Expenses for the calendar year to which such statement applies and identifying with reasonable specificity the records of Lessor reasonably relating to such matters that Lessee desires to review. Within a reasonable time after receiving a timely Review Notice (and, at Lessor's option, an executed confidentiality agreement as described below), Lessor shall deliver to Lessee or make available for inspection at a location reasonably designated by Lessor, copies of such records. Within 60 days after such records are made available to Lessee (the "**Objection Period**"), Lessee may deliver to Lessor notice (an "**Objection Notice**") stating with reasonable specificity any objections to the statement, in which event Lessor and Lessee shall work together in good faith to resolve Lessee's objections. Lessee may not deliver more than one Review Notice or more than one Objection Notice with respect to any statement. If Lessee fails to give Lessor a Review Notice before the expiration of the Review Notice Period or fails to give Lessor an Objection Notice before the expiration of the Objection Period, Lessee shall be deemed to have approved the statement. If Lessee retains an agent to review Lessor's records, the agent must be with a CPA firm licensed to do business in the state or commonwealth in which the Building is located and its fees shall not be contingent, in whole or in part, upon the outcome of the review. Lessee shall be responsible for all costs of such review. The records and any related information obtained from Lessor shall be treated as confidential, and as applicable only to the Premises, by Lessee, its auditors, consultants, and any other parties reviewing the same on behalf of Lessee (collectively, "**Lessee's Auditors**"). Before making any records available for review, Lessor may require Lessee and Lessee's Auditors to execute a reasonable confidentiality agreement, in which event Lessee shall cause the same to be executed and delivered to Lessor within 30 days after receiving it from Lessor, and if Lessee fails to do so, the Objection Period shall be reduced by one day for each day by which such execution and delivery follows the expiration of such 30-day period. Notwithstanding any contrary provision hereof, Lessee may not examine Lessor's records or dispute any statement if any rent remains unpaid past its due date. If, for any calendar year, Lessor and Lessee determine that the sum of Lessee's Share of the actual Operating Expenses is less or more than the amount reported, Lessee shall receive a credit in the amount of its overpayment, or pay Lessor the amount of its underpayment, against or with the rent next due hereunder; provided, however, that if the Lease has expired or terminated and Lessee has vacated the Premises, Lessor shall pay Lessee the amount of its overpayment (less any rent due), or Lessee shall pay Lessor the amount of its underpayment, within 90 days after such determination.

Lessee shall pay to Lessor the rent for the Premises, without notice, demand, offset or deduction, in advance, on the first day of each calendar month. All rent and payments required to be paid by Lessee to Lessor shall be made by Lessee payable to the entity and sent to the address Lessor designates and shall be made by good and sufficient check payable in United States of America currency or by other means acceptable to Lessor or by Electronic Fund Transfer of immediately available federal funds before 11:00 a.m. Eastern Time.

4. **Taxes.** Effective as of the Seventh Extension Date, Section 14 (Taxes) of the Original Lease shall be deleted in its entirety and replaced with the following:

"14. **Taxes.** Lessee shall pay all personal property taxes on personal property placed by it in or about the Premises during the term hereof."

5. **Improvements to Premises.**

- 5.01. **Condition of Premises.** Lessee is in possession of the Premises and accepts the same in their current condition subject to the Existing Lease without any agreements, representations, understandings or obligations on the part of Lessor in conjunction with this Eighth Addendum to perform any alterations, repairs or improvements, except as may be otherwise expressly provided in this Eighth Addendum.

5.02. **Responsibility for Improvements to Premises.** Lessor shall perform improvements to the Premises in accordance with the Work Letter attached hereto as **Exhibit A**.

6. **No Options.** The parties hereto acknowledge and agree that during the Seventh Extended Term, Lessee shall have no rights to extend the term of the Lease, or expand, terminate or contract the Premises. The parties agree that any rights existing in the Lease to extend the term of the Lease, or expand, terminate or contract the Premises shall be deleted in their entirety and are of no further force and effect.
7. **Miscellaneous.** This Eighth Addendum and the attached exhibit, which is hereby incorporated into and made a part of this Eighth Addendum, set forth the entire agreement between the parties with respect to the matters set forth herein. Except as herein modified or amended, the provisions, conditions and terms of the Existing Lease shall remain unchanged and in full force and effect. In the case of any inconsistency between the provisions of the Existing Lease and this Eighth Addendum, the provisions of this Eighth Addendum shall govern and control. Each signatory of this Eighth Addendum represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting. The capitalized terms used in this Eighth Addendum shall have the same definitions as set forth in the Existing Lease to the extent that such capitalized terms are defined therein and not redefined in this Eighth Addendum. Lessee hereby represents to Lessor that Lessee has dealt with no broker, agent or finder in connection with this Eighth Addendum. Lessee agrees to indemnify and hold Lessor, its trustees, members, managers, principals, beneficiaries, partners, officers, directors, employees, mortgagee(s) and agents, harmless from all claims of any brokers, agents or finders claiming to have represented Lessee in connection with this Eighth Addendum. Lessor hereby represents to Lessee that Lessor has dealt with no broker, agent or finder in connection with this Eighth Addendum. Lessor agrees to indemnify and hold Lessee, its trustees, members, managers, principals, beneficiaries, partners, officers, directors, employees, and agents, and the respective principals and members of any such agents harmless from all claims of any brokers (including Newmark Zimmer), agents or finders claiming to have represented Lessor in connection with this Eighth Addendum. This Eighth Addendum may be executed in counterparts and shall constitute an agreement binding on all parties notwithstanding that all parties are not signatories to the original or the same counterpart provided that all parties are furnished a copy or copies thereof reflecting the signature of all parties. Transmission of a facsimile or by email of a pdf copy of the signed counterpart of this Eighth Addendum shall be deemed the equivalent of the delivery of the original, and any party so delivering a facsimile or pdf copy of the signed counterpart of this Eighth Addendum by email transmission shall in all events deliver to the other party an original signature promptly upon request.

**IN WITNESS WHEREOF**, Lessor and Lessee have duly executed this Eighth Addendum in two or more counterparts as of the day and year first above written.

**LESSOR:**

**BRE SPACE KANSAS CITY LLC**, a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LESSEE:**

**JACKSON COUNTY, MISSOURI**, a First Class Constitutional Home Rule Charter County

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT A**

### **WORK LETTER**

As used in this **Exhibit A** (this “**Work Letter**”), the following terms shall have the following meanings: (i) “**Premises**” means the Premises, as defined in this Agreement; (ii) “**Lessee Improvements**” means all improvements to be constructed in the Premises pursuant to this Work Letter; (iii) “**Lessee Improvement Work**” means the construction of the Lessee Improvements, together with any related work (including demolition) that is necessary to construct the Lessee Improvements; and (iv) “**Agreement**” means the Existing Lease as amended by the Eighth Addendum. All capitalized terms not otherwise defined herein shall have the meaning set forth in this Agreement.

1 Lessor shall perform improvements to the Premises in accordance with the following work list (the “**Work List**”) using Building standard methods, materials and finishes. The improvements to be performed in accordance with the Work List are hereinafter referred to as the “**Lessee Improvement Work**”. Lessor and Lessee agree that Lessor’s obligation to pay for the cost of the Lessee Improvement Work (inclusive of the cost of preparing any necessary plans, obtaining permits, and other related costs) shall be limited to \$55,000.00 (the “**Maximum Amount**”) and that Lessee shall be responsible for the cost of the Lessee Improvement Work, plus any applicable state sales or use tax, if any, to the extent that it exceeds the Maximum Amount. Lessor shall enter into a direct contract for the Lessee Improvement Work with a general contractor selected by Lessor. In addition, Lessor shall have the right to select and/or approve of any subcontractors used in connection with the Lessee Improvement Work and any work performed in connection with this Section 2 below.

### **WORK LIST**

- a. Re-paint the painted walls located within the office areas of the Premises one coat using one Building standard color per room or open area which paint color may be selected by Lessee from paint samples furnished by Lessor.
- b. Re-carpet the carpeted areas located within the office areas of the Premises with new Building standard carpeting, which carpet may be selected by Lessee from the carpet samples furnished by Lessor.
- c. Install LED lights within the Premises in locations mutually agreeable to Lessor and Lessee.
- d. Update the restroom fixtures located within the Premises with new Building standard restroom fixtures.
- e. Install parking bollards in front of office entry into the Premises.

If Lessee fails to select a paint color or a carpet sample within 2 business days after Lessor’s request, Lessor may select the paint color and/or the carpet, as the case may be, and Lessee shall have no further right to select the paint color and/or the carpet, as the case may be.

2 All other work and upgrades, subject to Lessor’s approval, shall be at Lessee’s sole cost and expense, plus any applicable state sales or use tax thereon, payable upon demand as additional rent. Lessee shall be responsible for any delay caused by Lessee in completion of the Premises resulting from any such other work and upgrades requested or performed by Lessee.

3 Lessor’s supervision or performance of any work for or on behalf of Lessee shall not be deemed to be a representation by Lessor that such work complies with applicable insurance requirements, building codes, ordinances, laws or regulations or that the improvements constructed will be adequate for Lessee’s use.

4 If Lessor’s estimate of the cost of the Lessee Improvement Work shall exceed the Maximum Amount, Lessor, prior to commencing any Lessee Improvement Work, shall submit to Lessee a written estimate setting forth the anticipated cost of the Lessee Improvement Work, including but not limited to labor and materials, contractor’s fees and permit fees. Within 3 business days thereafter, Lessee shall either notify Lessor in writing of its approval of the cost estimate, or specify its objections thereto and any desired changes to the proposed Lessee Improvement Work. If Lessee notifies Lessor of such objections and desired changes, Lessee shall work with Lessor to reach a mutually acceptable alternative cost estimate.

5 If Lessor's estimate and/or the actual cost of constructing the Lessee Improvement Work shall exceed the Maximum Amount (such amounts exceeding the Maximum Amount being herein referred to as the "**Excess Costs**"), Lessee shall pay to Lessor such Excess Costs, plus any applicable state sales or use tax thereon, upon demand. The statements of costs submitted to Lessor by Lessor's contractors shall be conclusive for purposes of determining the actual cost of the items described therein. The amounts payable by Lessee hereunder constitute rent payable pursuant to the Lease, and the failure to timely pay same constitutes an event of default under the Lease.

6 Lessee acknowledges and agrees that the Lessee Improvement Work may be performed during normal business hours before or after the Seventh Extension Date. Lessee further acknowledges that some interference and impairment of Lessee's rights of peaceful possession and occupancy is inevitable while performance of the Lessee Improvement Work is pending, and that Lessee may not have access to all or parts of the Premises while the Lessee Improvement Work is being completed. Lessor and Lessee shall cooperate with each other in order to enable the Lessee Improvement Work to be performed in a timely manner and with as little inconvenience to the operation of Lessee's business as is reasonably possible. Notwithstanding contrary provision of this Work Letter, any delay in the completion of the Lessee Improvement Work or inconvenience suffered by Lessee during the performance of the Lessee Improvement Work shall not delay the Seventh Extension Date, nor shall it subject Lessor to any liability for any loss or damage resulting therefrom or entitle Lessee to any credit, abatement or adjustment of rent or other sums payable under the Agreement, nor shall the presence of Lessor and its agents, employees or contractors in the Premises constitute an actual or constructive eviction, in whole or in part, or relieve Lessee of any of its obligations under the Agreement, or impose any other liability upon Lessor or its agents, employees or contractors. Notwithstanding any contrary provision of this Work Letter, if, as a result of Lessee's breach of any of its obligations under this Work Letter, the Lessee Improvement Work or any portion thereof is not completed July 31, 2026, Lessor shall have no further obligation to perform or pay for such Lessee Improvement Work.

7 Lessee shall fully comply with the schedule of performance of the Lessee Improvement Work to be provided to Lessee by Lessor or Lessor's representative and Lessee acknowledges that neither Lessor nor its contractors shall be required to perform the Lessee Improvement Work outside normal daytime and weekday business hours. To that end, Lessee shall permit Lessor full access to the Premises to facilitate completion of the Lessee Improvement Work by Lessor as scheduled. Prior to the performance of the Lessee Improvement Work in any particular portion of the Premises (each area, a "**Lessee Improvement Work Area**"), Lessee shall remove and relocate all items of personal property, furniture, and equipment from the Lessee Improvement Work Area. If Lessee fails to so remove such items, then Lessee hereby authorizes Lessor and its contractors, and their respective employees, subcontractors and agents, to relocate within the Premises Lessee's property (including, but not limited to, furniture, equipment, goods and documents) at Lessee's sole cost and expense which shall be payable by Lessee to Lessor as additional rent within 30 days after demand. Lessor shall not be liable to Lessee for any damages, including any indirect, special, incidental, consequential and reliance damages, which Lessee may suffer by reason of Lessor's performance of the Lessee Improvement Work in the Premises or Lessee's failure to remove any item of personal property, furniture or equipment from the Lessee Improvement Work Area as directed by Lessor, unless any such damage is caused by the gross negligence or willful misconduct of Lessor, its agents, employees or contractors, but in no event shall Lessor be liable for any indirect, special, incidental, consequential or reliance damages.

8 Notwithstanding any contrary provision of this Work Letter, if Lessee defaults under this Work Letter or the Agreement before the Lessee Improvement Work is completed, Lessor's obligations under this Work Letter shall be excused until such default is cured and Lessee shall be responsible for any resulting delay in the completion of the Lessee Improvement Work. This Work Letter shall not apply to any space other than the Premises.