

# SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 4	TO LEASE NO GS-06P-70058	DATE SEP 07 2010	PAGE 1 of 3
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ADDRESS OF PREMISES

10383 N. Executive Hills Boulevard, Kansas City, Missouri

**THIS AGREEMENT**, made and entered into this date by and between **Elman KC LLC, Josh KC LLC, and Roni KC LLC**

whose address is 100 North Centre Avenue, Suite 502  
Rockville Centre, New York 11570-6303

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

**WHEREAS** the parties hereto desire to amend the above lease to change the Lessor's address, increase the amount of leased space, increase the tenant improvement allowance that will be amortized in the rent, and increase the operating cost base.

**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.

1. All references to the Lessor's and Payee's address are amended to state the Lessor's and Payee's address is:

100 North Centre Avenue, Suite 502  
Rockville Centre, New York 11570-6303

2. Paragraph 1 of Standard Form 2 of the subject lease is amended as follows:

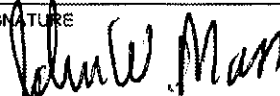
The Lessor hereby leases to the Government the following described premises:

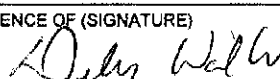
40,913 ANSI/BOMA Office Area square feet (47,061 rentable square feet) of ground and first floor laboratory and office space, located at 10383 N. Executive Hills Boulevard in Kansas City, Missouri 64153-1377 to be used for such purposes as determined by the General Services Administration (GSA). Included in the rent at no additional cost to the Government are 110 surface parking spaces for exclusive use of Government employees and at least eleven (11) onsite designated parking spaces (1 for official vehicles and 10 for visitors).

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

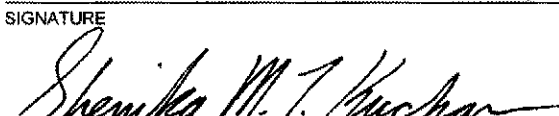
**IN WITNESS WHEREOF**, the parties hereto have hereunto subscribed their names as of the date first above written.

**LESSOR:**

SIGNATURE 	NAME OF SIGNER JOHN W MOSS Authorized Signatory ELMAN KC LLC - Manager
ADDRESS 100 North Centre Ave. Ste 502	Rockville Centre NY, 11570 Member

IN THE PRESENCE OF (SIGNATURE) 	NAME OF SIGNER DOROTHY WALKER
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UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, PBS/REALTY SERVICES DIVISION

SIGNATURE 	NAME OF SIGNER Shenika M.T. Kuchar
	OFFICIAL TITLE OF SIGNER Contracting Officer


3. The Government shall pay the Lessor annual rent at the monthly rate in arrears as follow

		Rate/USF	Rate/RSF	Annual Amount	Monthly Amount
Year 1	Shell	12.2655203	10.6631020	\$501,819.23	
	TT's	12.4738577	10.8442214	\$510,342.94	
	BCOS	7.7988776	6.7800000	\$319,075.48	
	<b>Total</b>				
	<b>Rent</b>	<b>32.5382556</b>	<b>28.2873235</b>	<b>\$1,331,237.65</b>	<b>110,936.47</b>
Year 2 Through Year 15	Shell	21.8128209	18.9631039	\$892,427.94	
	TT's	12.4738577	10.8442214	\$510,342.94	
	BCOS	7.7988776	6.7800000	\$319,075.48	
	<b>Total</b>				
	<b>Rent</b>	<b>42.0855562</b>	<b>36.5873253</b>	<b>\$1,721,846.36</b>	<b>143,487.20</b>
Year 16 Through Year 20	Shell	20.4749368	17.8000065	\$837,691.09	
	TT's	2.6128157	2.2714667	\$106,898.13	
	BCOS	7.7988776	7.7988776	\$319,075.48	
	<b>Total</b>				
	<b>Rent</b>	<b>30.8866302</b>	<b>26.8514732</b>	<b>\$1,263,664.70</b>	<b>105,305.39</b>

Rental is subject to a physical mutual measurement and will be based on the rate, per ANSI/BOMA Office Area square foot (USF) as noted above, and in accordance with paragraph 26 Payment and the General Clauses. The lease contract and the amount of rent will be adjusted accordingly, but not to exceed 40,913 USF. Rent for a lesser period should be prorated. Rent checks shall be made payable to:

Elman KC LLC, Josh KC LLC, and Roni KC LLC  
100 North Centre Avenue, Suite 502  
Rockville Centre, New York 11570-6303

4. The shell rental figures above include delay compensation in the amount of \$447,082.38 amortized over 15 years at 9.50 percent.

Initials:  & SK  
Lessor Government

5. Paragraph 10 of standard form 2 is amended as follows:

In accordance with SFO paragraph 1.10, Tenant Improvements, included in the rental consideration is a tenant improvement allowance provided by the lessor of \$2,137,962.65 to be amortized over twenty (20) years at 0%. Additionally included in the rental consideration is a tenant improvement allowance provided by the lessor of \$3,219,651.99 to be amortized over 15 years at 9.50 %. A Supplemental Lease Agreement (SLA) shall be prepared at occupancy to reconcile the tenant improvement allowance. The lessor shall forfeit the balance of any unamortized tenant improvements at the termination of the lease. Furthermore, the lessor agrees to amortize all tenant improvement costs necessary to build out the leased space, beyond the TIA amount of \$2,137,962.65 at 9.5% interest over the 15 year firm term of the lease.

6. Paragraph 11 of the Standard Form 2 is amended as follows:

The total net usable square foot area referred to in amended Paragraph 1, is subject to adjustment, but may not be less than 40,368 ANSI/BOMA Office Area square feet nor exceed a maximum 40,913 ANSI/BOMA Office Area square feet. Should there be adjustments in the actual amount of usable square feet delivered determined through mutually agreed upon field measurement the annual rent shall be adjusted accordingly. The lease shall be amended by Supplemental Lease Agreement after actual field measurement.

7. Paragraph 12 of Standard Form 2 of the subject lease is amended as follows:



In accordance with SFO paragraph 3.5, Operating Costs, the escalation base is established as \$6.78 per RSF / 7.7988776 per USF (318,999.00 per annum).

8. All building shell and tenant improvement alterations are to be complete and the leased premises ready for occupancy no later than February 20, 2012 or eighteen (18) months after full execution of the subject Supplemental Lease Agreement Number 4.

9. All change orders will be amortized in the rent at 9.5 percent for a period of fifteen years subject to mutual agreement of each change order by the lessor and government.

10. Lease commencement and the start of the 20 year, 15 year firm term begins with acceptance of all space as specified in SFO Paragraph 3.16 H. Lease Commencement. Tenant improvement rent will be paid starting at rent commencement for each phase of occupancy. Furthermore, tenant improvement expenses will be amortized for a period of 20 years for the first \$2,137,962.65 and 15 years for all amortized costs exceeding the initial \$2,137,962.65. Amortization periods will start with the rent commencement for each phase of occupancy.

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