

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 5	TO LEASE NO. GS-06P-90068	DATE MAR 09 2011	PAGE 1 of 2
ADDRESS OF PREMISES 1601 N.W. Platte Road, Kansas City, Missouri, 64116-4600			

THIS AGREEMENT, made and entered into this date by and between **BRIARCLIFF SSA, LLC**

whose address is: 4151 NORTH MULBERRY DRIVE, SUITE 205
KANSAS CITY, MO 64116-4600

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 as follows:

This SLA is issued to establish beneficial occupancy, and to reconcile approved tenant improvements.

I. Paragraph 2 of the Lease shall be deleted in its entirety and the following substituted therefore:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning December 30, 2010 through December 29, 2020, subject to termination and renewal rights as may be hereinafter set forth.

II. Paragraph 3 of the Lease shall be deleted in its entirety and the following substituted therefore:

3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:


Year	Shell	Base Cost of Services	Tenant Improvement Allowance	Total Annual Rent	Total Monthly Rent
12/30/10 - 12/29/17	\$ 258,042.32	\$ 62,948.04	\$ 81,799.57	\$ 402,789.93	\$ 33,565.83
12/30/17 - 12/29/20	\$ 277,797.29	\$ 62,948.04	\$ -	\$ 340,745.33	\$ 28,395.44

Rent shall be adjusted in accordance with the provisions of the Solicitation For Offers and General Clauses.
Rent for a lesser period shall be prorated. Rent shall be made payable to:

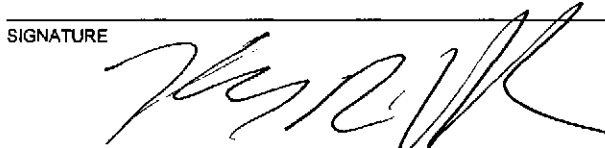
BRIARCLIFF SSA, LLC C/O BRIARCLIFF REALTY
4151 NORTH MULBERRY DRIVE, SUITE 205
KANSAS CITY, MO 64116-4600

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

OWNER

SIGNATURE 	NAME OF SIGNER Nathaniel Hagerb
IN PRESENCE OF (SIGNATURE) Madeline Muncell	TITLE OF SIGNER Manager

UNITED STATES OF AMERICA

SIGNATURE 	NAME OF SIGNER Kory R. Hochler
	OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER

III. Paragraph 4 of the Lease shall be deleted in its entirety and the following substituted therefore:

4. The Government may terminate this lease in whole or in part at any time after December 29, 2017 by giving at least 90 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

IV. Paragraph 7 of the Lease shall be deleted in its entirety and the following substituted therefore:

7. Rent includes a Tenant Improvement Allowance of \$437,350.00 to be amortized through the rent over the initial firm term of the Lease (84 months) at the rate of 8.0%. In accordance with SFO paragraph 3.3, *Tenant Improvements Rental* Adjustment, the actual cost of Tenant Improvements has been reconciled and rent in Paragraph 3 herein has been adjusted accordingly. The Tenant Improvement Allowance does not include approved change orders as described in SLA Nos. 1, 2, 3 and 4.

V. Paragraph 8 of the Lease shall be deleted in its entirety and the following substituted therefore:

8. In accordance with SFO paragraph 2.6, *Broker Commission and Commission Credit*, Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.6, only [REDACTED] which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED] which is [REDACTED] of the Commission ("Commission Credit") was used to buy down tenant improvements (TI) because American Recovery and Reinvestment Act Funds were used.

Initials:

 & 
Lessor Gov't