

# SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 6 (Revised)	TO LEASE NO. GS-06P-70058	DATE APR 04 2011	PAGE 1 of 5
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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

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 expand the amount of leased space.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective \_\_\_\_\_ as follows:

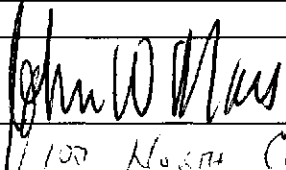
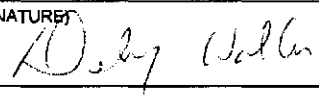
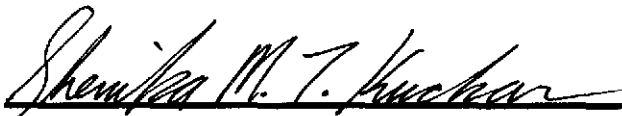
1. Paragraph 1 of Standard Form 2 of the subject lease is further amended as follows:

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

55,041 ANSI/BOMA Office Area square feet (55,041 rentable square feet) of ground and first floor laboratory, office, and storage space, located at 10383 N. Executive Hills Boulevard in Kansas City, Missouri to be used for such purposes as determined by the General Services Administration (GSA). Approximately 1,553 ANSI/BOMA Office Area square feet (1,553 rentable square feet) is storage space. Included in the rent at no additional cost to the Government are 110 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 affect.

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

<b>LESSOR</b>	
SIGNATURE 	NAME OF SIGNER JOHN W. MOSS
ADDRESS 100 NORTH CENTRE AVENUE, SUITE 502 ROCKVILLE CENTRE NY 11570	
IN THE PRESENCE OF (SIGNATURE) 	NAME OF SIGNER DEBORAH WALKER
<b>UNITED STATES OF AMERICA</b>	
SIGNATURE 	NAME OF SIGNER Shenika M. T. Kuchar
	OFFICIAL TITLE OF SIGNER Contracting Officer

2. Paragraph 3 of Standard Form 2 of the subject lease is further amended as follows:  
The Government shall pay the Lessor annual rent at the monthly rate in arrears as follows:

SEE ATTACHED RENTAL RATE SPREADSHEET

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 on the attached spreadsheet, and in accordance with paragraph 26 Payment and the General Clauses. The lease contract and the amount of rent will be adjusted accordingly, 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

3. Paragraph 10 of standard form 2 is further 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%, a tenant improvement allowance provided by the Lessor of \$3,219,651.99 to be amortized over 15 years at 9.50 %, a tenant improvement allowance of \$368,488.00 for change orders during build-out of Phase 1, a tenant improvement allowance of \$250,000 for approved Phase 2 change orders, and a tenant improvement allowance of \$1,250,000 provided for improvements related to the expansion space identified as phase 4 in the rental summary mentioned above and attached to and made a part of this SLA. The \$368,488.00 will be amortized for 15 years at 9.5 % interest rate beginning with Phase 1 acceptance March 18, 2011. TI amortization will start for each phase of occupancy at space acceptance. All change orders associated with each phase will be amortized beginning at the acceptance of the phase. A Supplemental Lease Agreement (SLA) shall be prepared at occupancy of each phase, including Phase 1, 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. In accordance with Paragraph 9 of SLA Number 4 all change orders amortized in the rent are subject to mutual agreement of the Lessor and Government.

4. Included in the rental consideration is \$0.46 per USF for all space. Per SLA 5 at completion of construction and upon receipt of the first full assessment the increase currently projected to be \$0.46 per USF will be reconciled per the specification in SLA 5.

5. Paragraph 11 of the Standard Form 2 is further 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 55,000 ANSI/BOMA Office Area square feet nor exceed a maximum 56,005 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.

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

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In accordance with SFO paragraph 3.5, Operating Costs, the escalation base is established as \$6.78 per RSF /6.78 per USF for office /lab space and \$4.00 per RSF/ 4.00 per USF for storage. The annual BCOS amount will be established at each phase of occupancy. Despite the phased acceptance of space, the operating cost base will escalate annually for the entire lease utilizing March 18, 2011 as the anniversary date.

7. If storage space is converted to office or other use the shell and operating rent for the converted space increases to the rental rates for office/lab space at the time of conversion. The Lessor retains the right to periodically view the storage space to ensure it is only being utilized as storage space.

8. A new A/E firm will be brought on to draw phase 4 and 5, and redraw phase 2 and 3. The new A/E firm will become the A/E of record for phases 2 through 5. All A/E costs for extra space and redesign of existing building will be paid by the government through the tenant improvement allowance. All additional permitting fees for the resubmittal to city will also be paid by the government through the tenant improvement allowance. Furthermore, all A/E costs approved in the existing Notice to Proceed will be honored and paid in full.

9. The Lessor will provide a shell construction allowance of \$30.00 per square foot for the gross area of expansion including vertical penetrations. The estimated gross area is 7,790 square feet. Thus the shell allowance is \$233,700. If the gross area of expansion increases or decreases the allowance will adjust accordingly. The allowance covers the office and storage expansion space. If the storage space is converted to office space there will be no further outlay of funds from the Lessor for shell build-out.

10. Any increase in shell cost due to the expansion and redesign of the space shall be the responsibility of the government. Any shell construction items that are defined in the SFO or further clarified in the NTP plans or covered by \$30 allowance for expansion space and omitted from the existing construction budget will not be the responsibility of the Government. However, any change to the existing shell plans as a result of the redesign or additional TI related to the redesign is the responsibility of the government.

11. Regardless of when phase 2 and phase 3 occupancy takes place the Government will begin paying for phase 2 and phase 3 spaces as currently scheduled. Payments for phase 2 space shall begin effective October 28, 2011. Payments for phase 3 space shall begin effective February 21, 2012. Although phases 3, 4, and 5 are planned for completion and delivery at the same time, phases 4 and 5 expansion space payments will begin upon final delivery of completed space. Once Notice to Proceed is provided for the redesigned space, if the construction schedule approved as part of the Notice to Proceed is not met due to Lessor and/or Lessor contractor delays the Government will not begin payments as scheduled.

12. Changes to the phasing on the lower level will not impact payment of unrenovated space during phase 2 leased under lease number GS-06P-68533. As the redesign will provide for the Government's continued occupancy of the entire lower level, the Government recognizes it's commitment to pay rent under Lease number GS-06P-70058 shall continue until such space is returned to the Lessor. The revenue stream currently agreed to for both the occupied lease number GS-06P-68533 and the awarded lease number GS-06P-70058 shall not be decreased for reasons related to changes in phasing or delivery due to the expansion space. However at no point will the Government be paying for the same space under both leases.

13. Paragraph 20 of Standard Form 2 (SF2) is amended as follows:

"Due to the expansion of the amount of space being leased via this SLA the Government will occupy 100 percent of the building. Therefore the lease Common Area Factor is 1.000000."

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14. The schedule below represents timeframes in which the Lessor's team agrees to perform task and provide deliverables. If the deliverables or tasks that are the responsibility of the Lessor's team are not completed according to the timeframe stated, the Lessor shall be assessed delay costs of \$1,000 per day. None of the timeframes listed below shall commence prior to full execution of this SLA 6.

-All MEP construction documents will be provided 6 weeks after approved preliminary space plans, a list of lab equipment, and A/E cost proposal approval is provided.



- Architectural construction document will be provided 3 weeks after approved preliminary space plans, a list of lab equipment, MEP construction documents, and A/E cost proposal approval is provided. The timeline for the completion of Architectural CD's, once the architect is in receipt of the final approved plans, is 3 weeks. This will be affected by the final schedule of the MEP completion of CD's, which will be need for final coordination. Once both the Architectural and MEP initial CD's are complete, they will be submitted to the GSA/USDA for review. Once review comments are provided, the architect will need 1 week to revise and finalize the architectural drawings in preparation for bidding and permitting.

-Revised final construction documents will be provided 1 week after Government review is complete and written review comments are provided.

-Construction documents will be issued to the City for permitting within 3 business days of receiving final document approval.

-The Lessor's team will adequately respond to cost proposal questions and comments within 5 businesses.

15. The Government shall have full access to both stairs throughout the life of this lease. The stair being added as a tenant improvement shall not be counted as a vertical penetration when calculating the rentable and useable areas. However the previously existing stair shall be counted as a vertical penetration and not included in the rentable area.

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