

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO GS-06P-90123	DATE FEB 03 2012	PAGE 1 of 3
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ADDRESS OF PREMISES
3520 South Noland Road, Independence, Missouri 64055-3380

THIS AGREEMENT, made and entered into this date by and between **NOLAND ROAD PROPERTIES, LLC**

whose address is 221 W. 74th Terrace
Kansas City, MO 64114-5730

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.

1. Paragraph 1 of the Lease shall be deleted in its entirety and the following substituted therefore:

"1. The Lessor hereby leases to the Government the following described premises:

A total of 15,737 rentable square feet (RSF) of office and related space, which yields 14,632 ANSI/BOMA Office Area square feet (USF) of space on the (1st) floor of the building located at 3520 S Noland Road, Independence, Missouri 64055-3380, to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are eighty-five (85) surface parking spaces for the exclusive use of Government employees and patrons."

2. 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 2, 2011, through December 1, 2021, subject to termination and renewal rights as may be hereinafter set forth."

(Pages 2 and 3 are attached hereto and made a part hereof.)

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: NOLAND ROAD PROPERTIES, LLC

SIGNATURE	NAME OF SIGNER
[Redacted Signature]	Robert Ramm

ADDRESS **221 W 74th Terr; Kansas City MO 64114**

IN THE PRESENCE OF	NAME OF SIGNER
[Redacted Signature]	Julie Winkert

ERICA, GENERAL SERVICES ADMINISTRATION, PBS/REALTY SERVICES DIVISION	
SIGNATURE	NAME OF SIGNER
[Redacted Signature]	Marsha Green, CCIM
	OFFICIAL TITLE OF SIGNER
	Lease Contracting Officer

3. 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	Real Estate Taxes	Base Cost of Services	Tenant Improvement Allowance	Building Specific Security	Total Annual Rent	Total Monthly Rent
12/2/11 - 12/1/14	\$293,771.67	\$26,228.33	\$91,980.00	\$97,960.13	\$4,445.10	\$514,385.23	\$42,865.44
12/2/14 - 12/1/18	\$317,771.67	\$26,228.33	\$91,980.00	\$97,960.13	\$4,445.10	\$538,385.23	\$44,865.44
12/2/18 - 12/1/21	\$284,722.17	\$26,228.33	\$91,980.00	\$0.00	\$0.00	\$402,930.50	\$33,577.54

Shell rent for the first three months shall be reduced due to the Commission Credit as described in Paragraph 9.

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:

NOLAND ROAD PROPERTIES, LLC
221 W 74TH TERRACE
KANSAS CITY, MO 64114-5730

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

"7. The total Tenant Improvement Cost, including all approved Change Orders, is \$683,763.71. The tenant improvement cost of \$597,224.36 is amortized for a period of 84 months at 4%, or \$97,960.13 annually for years 1-7.

Therefore, the total cost of the Tenant Improvements exceeds the Allowance by \$86,539.35. Of this total Tenant Improvement Cost, \$23,457.50 is included in the amortized Building Specific Security amount in Paragraph 3 herein, and the remaining \$63,081.85 will be paid by the Government upon completion and acceptance of the improvements via lump-sum payment. Regarding this lump-sum payment of \$63,081.85, please follow these instructions:

- Name of the Lessor, which must appear exactly as shown on the Lease.
- A unique invoice number on the invoice submitted for payment.
- Invoice date.
- **GSA PDN #PS0022282 noted at top of invoice.**
- Lease contract number (GS-06P-90123), Supplemental Lease Agreement Number (SLA 1), and address of leased 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.
- Invoice must be either submitted on company letterhead or signed by the person with whom the lease is made.

Invoices submitted to Finance without the PS number are immediately returned to the vendor or lessor.

INITIALS:  & 
Lessor Government

Lease No. GS-06P-90123
SLA No. 2

Please submit invoices electronically on the Finance Website at www.finance.gsa.gov. Vendors or lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
PO BOX 17181
Fort Worth, TX 76102

A copy of the invoice must be provided to the following address:

General Services Administration
Attn: Marsha Green, Lease Contracting Officer
East Leasing Services Branch (6PRE)
Real Estate Acquisition Division
1500 East Bannister Road
Kansas City, MO 64131-3088
Fax: 816-926-8307

5. Paragraph 9 of the Lease shall be deleted in its entirety and the following substituted therefore:

"9. In accordance with SFO paragraph 2.4, *Broker Commission and Commission Credit*, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE 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 2.4, only [REDACTED], which is [REDACTED] of the Commission, will be payable to CBRE when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. Due to the free rent described in Paragraph 3 of this Lease, the reduction in shell rent shall commence December 2, 2011 and continue until the credit has been fully recaptured as indicated in this schedule for adjusted Monthly rent:

December 2011's monthly Shell Rent is \$24,480.97 minus the Commission Credit of [REDACTED]. December 2011's adjusted Gross Monthly Rental Payment is [REDACTED] (\$42,865.44 - [REDACTED]).

January 2012's monthly Shell Rent is \$24,480.97 minus the Commission Credit of [REDACTED]. January 2012's adjusted Gross Monthly Rental Payment is [REDACTED] (\$42,865.44 - [REDACTED]).

February 2012's monthly Shell Rent is \$24,480.97 minus the Commission Credit of [REDACTED]. February 2012's adjusted Gross Monthly Rental Payment is [REDACTED] (\$42,865.44 - [REDACTED]).

INITIALS:  & 
Lessor & Government

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