

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 9	TO LEASE NO. GS-06P-70058	DATE APR 04 2012	PAGE 1 of 3
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 increase the amount of tenant improvement cost amortized in the rent, alter the operating cost base, and extend the length of the firm term.

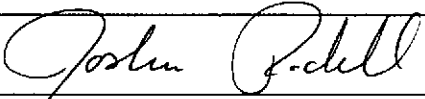

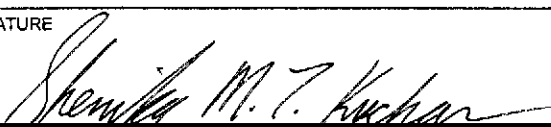
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective March 18, 2011 as follows:

1. Paragraph 2 of Standard Form 2 of the subject lease as amended is deleted in its entirety. The subject lease is firm for the full twenty (20) year term. The government no longer has the right to terminate after the first fifteen (15) years of occupancy.

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

In accordance with SFO paragraph 3.5, Operating Costs, effective October 1, 2011 the escalation base is increased by \$1.50 per RSF/ \$1.50 per USF and established as \$8.28 per RSF / \$8.28 per USF for office /lab space and \$4.00 per RSF/ \$4.00 per USF for storage. Upon rent commencement of Phases 2 and 3 the operating cost base shall be \$6.78 per RSF/\$6.78 per USF until the space is occupied. Upon occupancy of each phase the operating cost base will increase to \$8.28 for each phase. The operating cost base for storage space shall not increase beyond \$4.00 per RSF/USF unless it is converted to occupied space. The annual BCOS amount will be established at each phase of occupancy. Despite the phased acceptance of space, the operating cost will escalate annually for the entire lease utilizing March 18, 2011 as the anniversary date. All additional space will be added using the escalated operating rate if added after operating cost have escalated. As stated in Paragraph 3 of this SLA, after the first full year of occupancy a new base cost of services and a new base year will be established. The base for storage will remain \$4.00 per square foot and the new BCOS will only be attributed to the office and lab space.

Continued on next page.

LESSOR	
SIGNATURE 	NAME OF SIGNER Joshua Powell
ADDRESS [REDACTED]	
IN THE PRESENCE OF (SIGNATURE) 	NAME OF SIGNER RONI POWELL
UNITED STATES OF AMERICA	
SIGNATURE 	NAME OF SIGNER Shenika M.T. Kuchar
	OFFICIAL TITLE OF SIGNER Contracting Officer

3. After 12 full months of occupancy the electricity cost will be reconciled and a new operating cost base will be established. The current operating cost base of \$8.28 per RSF/USF stated in paragraph 2 above includes the utility portion of \$5.28 per RSF/USF; which is the current building usage rate of 5.78 per RSF/USF less \$.50 per RSF/USF which is absorbed by the lessor. The total \$5.78 consist of the following:

Lessor's SFO BAFO utility base.....	\$2.50
Government escalation beyond SF.....	\$1.68
Lessor's absorption beyond SFO BAFO utility base	\$0.50
Redesign escalation.....	\$1.10
Total.....	\$5.78

The new base will be established by utilizing the actual electric cost for the first 12 full months of occupancy and subtracting \$0.50 per USF/ \$0.50 per RSF.

1. Actual utility invoices for the first 12 months of full occupancy will be added up.
2. A deduction of \$2.50 per RSF/USF will be made for storage space.
3. The remaining amount will be divided by the amount of square feet leased to arrive at the actual annual utility base rate.
4. \$0.50 per USF/RSF will be deducted from the actual annual utility base rate.
5. The resulting amount will replace the \$5.28 currently included in the operating cost base.
6. The new base will be effective retroactive to October 1, 2011 for phase 1 and retroactive
7. to the actual occupancy dates of each phase thereafter. Accordingly any debits or credits due to either the Lessor or Government will be assessed at the time of the utility reconciliation.

4. The operating cost increase of \$1.50 per RSF/USF addressed in paragraph 2 of this SLA includes \$0.40 per RSF / USF for costs associated with preventative maintenance and filters. This cost is currently under review and will be adjusted if necessary after the review. If adjustment is necessary it will be documented in an SLA.

5. If space is vacated during the life of the lease the lessor will adjust the operating cost to account for unnecessary utility, janitorial, and maintenance cost.

6. 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

7. Paragraph 2 of Supplemental Lease Agreement 6 is amended as follows:

In accordance with SFO paragraph 3.5, Operating Costs, the escalation base for Phase 1 is established as \$8.28 per RSF /8.28 per USF, \$195,822.00 per annum.

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Page 2
GS-06P-70058
SLA #9

8. The Annual Rent Summary immediately below reflects the increase in operating cost for Phase 1 annual rents, which were detailed in SLA 7.

Period	Shell	Annual Rent Summary		Taxes	Total Annual Rent
		Operating Costs	Tenant Improvement		
October 1, 2011 - March 17, 2012	\$252,182.36	\$195,822.00	\$320,492.61	\$10,879.00	\$779,375.97
March 18, 2012 - March 17, 2026	\$448,477.41	\$195,822.00	\$320,492.61	\$10,879.00	\$975,671.02
March 18, 2026 - March 17, 2031	\$420,970.15	\$195,822.00	\$106,898.13	\$10,879.00	\$734,569.28

9. The TI calculations for phases 1 through 3 are clarified below.

Phase 1 TI cost consists of three components listed below.

1. \$2,137,962.65 amortized over 20 years at 0%. (\$106,898.13 annually)
2. \$1,154,629.00 amortized over 15 years at 9.5%. (\$144,683.05 annually)
3. \$549,940.98 amortized over 15 years at 9.5%. (\$68,911.43 annually)

Phase 2 TI cost consists of three components listed below.

1. \$1373,843.00 amortized over 15 years at 9.5%. (\$172,152.09 annually)
2. \$250,000.00 amortized over 15 years at 9.5%. (\$31,326.74 annually)
3. \$817,537.70 amortized over 15 years at 9.5%. (102,443.16 annually)

Phase 3 TI cost consist two components listed below.

1. \$691,180.00 amortized over 15 years at 9.5%. (\$86,609.67 annually)
1. \$411,266.53 amortized over 15 years at 9.5%. (\$51,534.56 annually)

Phase 4 TI cost consists of two components listed below.

1. \$1,250,000 amortized over 15 years at 9.5%. (\$156,633.70 annually)
2. \$321,195.76 amortized over 15 years at 9.5%. (\$40,248.07 annually)

10. The total TI costs for all phases, except Phase 1 which is constructed and occupied, are \$2,800,000. The \$2,800,000 consists of \$1,250,000 specified in SLA 6 and \$1,550,000 in SLA 9. The total cost includes some allowances and contingency funds for items not in the budget such as an outdoor smoking shelter and unforeseen costs. The costs are further detailed in the Notice to Proceed. Certain costs are subject to review and may be reduce below the costs currently budgeted but shall not exceed the current budgeted cost. Specifically the doors and door hardware, bathroom tiles, revised COR116 (MEP), existing Buehler mill handling and storage, ALH General Conditions and other possible scope changes.

11. Adequate parking will be provided during construction. If ever the number of parking spaces available do not meet the terms of the lease the Lessor will take corrective action immediately.

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Page 3
GS-06P-70058
SLA #9