

# SUPPLEMENTAL LEASE AGREEMENT

|  |                             |                     |                |
|--|-----------------------------|---------------------|----------------|
| SUPPLEMENTAL LEASE AGREEMENT<br>NO. 5  | TO LEASE NO<br>GS-06P-70058 | DATE<br>DEC 07 2010 | PAGE<br>1 of 2 |
| ADDRESS OF PREMISES<br>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 increase the shell rent to account for an increase in the tax base.

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

1. The word "effective" directly above was deleted prior to signature by either party.




The shell rental rate shall be increased by \$0.46 per usable square foot (\$17,995 per year). This interim increase is based on the estimated increase in TI costs of \$3,615,390 for improvements above the monetary amount specified in the Solicitation For Offers (SFO) and Standard Form - 2 (SF2) requirements. This increase will be effective from each date of rental commencement to coincide with the phases of build-out completion and space acceptance. At completion of construction and upon receipt of the first full assessment from the Jackson County Assessor, the increase will be reconciled according to the below mechanism.

2. The projected increase in taxes that are a part of shell rent taxes is calculated as follows: Taxes by Lessor projected on the 1217, without additional projected construction costs above the SFO requirements, is \$65,000. \$65,000 divided by the amount of USF listed on the 1217 of 39,121 equals \$1.661512. The projected \$3,615,390 in additional costs equals 27.78 percent of the total projected value of the 13,015,390.00. This percentage (27.78) times the per USF tax amount (1.661512) totals a \$0.46 cents per usable square foot projected shell rent increase due to a tax base increase.

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<br>                      | NAME OF SIGNER<br>Joshua Podell                 |
| ADDRESS<br>[REDACTED]   |   |
| IN THE PRESENCE OF (SIGNATURE)<br> | NAME OF SIGNER<br>Roni Podell                   |
| UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, PBS/REALTY SERVICES DIVISION                               |   |
| SIGNATURE<br>                      | NAME OF SIGNER<br>Shenika M.T. Kuchar           |
|   | OFFICIAL TITLE OF SIGNER<br>Contracting Officer |

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GSA FORM 276 (REV. 12/2008)  
Prescribed by GSA - FPR (41 CFR) 1-18.801



3. Upon completion of the construction the final additional TI amount will be used to recalculate the percentage factor.
4. Considering the 1217 line item was based on a tax amount of \$65,000, the above calculations increase the tax base to \$82,995. After construction completion and upon receipt of tax levied amount, the amount of taxes to be paid by the government will be determined by:
  - If the amount is less than the interim \$82,995 the government will be refunded for this overpayment.
  - If the amount is more than the interim \$82,995 the government will pay the recalculated percentage factor (as calculated above).
  - The recalculated percentage will be multiplied by the amount above the \$82,995 divided by the usable square footage. This will be added to the interim amount and then become the final amount. Increases in further years will be addressed as per SFO Paragraph 3.3 Tax Adjustment

An example of calculating the base increase given an assessed tax amount less than the interim amount is immediately below.

Tax Levy is \$75,000  
Final percentage factor is 30%

Based on  $30\% \times \$1.66$  final amount per usf = \$0.498 however the actual tax levy came in at less than then this amount so the Government is due a refund.

$\$82,995 - \$75,000 = \$7,995 / 39,121 = \$0.204$  per usable sq ft. This is the refundable amount to GSA  
Interim payment was \$0.46  
Landlord must reimburse GSA. \$7,995  
Final rental increase on shell rate =  $\$75,000 - \$65,000 = \$10,000 / 47050 = \$0.162$  per rentable square foot.

An example of calculating the base increase given an assessed tax amount greater than the interim amount is immediately below.

Tax levy is \$95,000  
Final percentage factor is 30%

$\$95,000 - \$82,995 = \$12,005 \times 30\% = \$3,601 / 39,121 = \$0.099$  more  
The final amount would be  $0.46 + 0.099$  per usf = \$0.559 per usf.

5. The above calculations do not alter the SFO whereby the total tax levied in year one will become the base year assessment and all future year tax reimbursements will be addressed as described in SFO Paragraph 3.3 Tax Adjustment.

INITIALS: JP & SK  
Lessor Government

Lease No. GS-06P-70058  
SLA No. 5