

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 10(revised)

DATE
5/8/08

TO LEASE NO.
GS-06P-40004

333 W. Pershing Road, Kansas City, Missouri 64108

THIS AGREEMENT, made and entered into this date by and between

whose address is Pershing Road Development Company, LLC
 a Missouri limited liability company
 333 West 11th Street, Suite 101
 Kansas City, Missouri 64105-1639

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 consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective, _____ as follows:

The printed word "effective" immediately above was deleted prior to signature by either party.

The purpose of this Supplemental Lease Agreement (SLA) Number 10 is to provide for Phase II alteration of the Automated Underreporter Operation (AUR) located on the 3rd and 6th floors of the Post Office Building.

1. The Lessor agrees to perform the alterations, as contained by reference, in accordance with the original design documents dated 11/19/07, ASI#1 dated 12/07/07, Scope of Work revised drawings dated 2/11/08, PR 001 dated 2/22/08, and PR 002 dated 3/4/08 all transmitted to the Lessor's contractor, Howell Construction. The telecomm statement of work consisting of one page marked "Exhibit A-10" is attached and hereby made a part of this Supplemental Lease Agreement (SLA). All work shall be completed on weekdays during normal working hours of 7:00AM to 4:30PM unless otherwise directed by the Government. All work shall be coordinated with GSA and Peter Ackrill, Project Manager at 816-291-9149. At least 3 days prior to start of the project, the contractor shall provide to the Government names of personnel working on the project that do not have prior building access. Additionally, the contractor shall provide pictured badged employees who have completed the "PIV" process, to escort or monitor their non-picture badged workers. Work is to be completed no later than May 2, 2008 for installation of furniture to occur on May 20, 2008.

(See Sheet 2A and Exhibit A-10, attached)

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR Pershing Road Development Company, LLC

BY

[Redacted Signature]

(Title)

IN PRESENCE OF

(Signature)

(Address)

U

B

[Redacted Signature]

U.S. GENERAL SERVICES ADMINISTRATION
Public Buildings Service, West Leasing Service Branch

Marsha Green

Contracting Officer (Official Title)

2. The Lessor shall furnish all parts, tools, labor, equipment, materials, and supervision required to perform the entire job. All work shall be accomplished in accordance with local code and in accordance with the best practices of the trade and in a manner acceptable to the Government. All electrical alterations shall be done in accordance with local codes. All work areas shall be left free of debris at the completion of the work.

3. All telecommunication and data wiring associated with this alteration shall be provided by the [redacted] contractor with exception of floor boxes.

4 Upon completion of Phase II, construction of the alteration, the Government shall pay the Lessor \$ 267,494.00. Payment shall be paid in accordance with the Prompt Payment Act and will become due thirty (30) days from completion of the work, to the satisfaction of and acceptance by the Government, upon receipt of an invoice from the Lessor.

Original Invoice: General Services Administration
Finance Division (7BCP)
P.O. Box 17181
Ft Worth, TX 76102-0181
Telephone (817) 334-2397

Copy To: General Services Administration
Marsha Green, Contracting Officer
Realty Services Division (6PWL)
Public Buildings Service
1500 East Bannister Road
Kansas City, MO 64131-3088

A proper invoice must include:

- Write Act # PS0011413 at top of the invoice.
- Name of the Lessor as shown on the lease and invoice date.
- Remit To Address: As follows: Pershing Road Development Company, LLC, a Missouri limited liability company, 333 West 11th Street, Suite 101, Kansas City, Missouri 64105-1639
- Lease Contract Number, Supplemental Lease Agreement Number, and Building Address.
- Description, price and quantity of property and services actually delivered or rendered.

If the invoice is not submitted on company letterhead, it must be signed by the person(s) with whom the lease contract is made.

5 Upon termination of the Lease and in the event the Government elects not to remove the alterations, additions and fixtures installed pursuant to this agreement, the Lessor may not require the Government to restore premises to condition provided for in original plans and specifications. However, in the event said alterations, additions and fixtures are removed by the Government, the Government agrees to restore premises to condition provided in original plans and specifications at commencement of its occupancy minus elements or circumstances over which the Government has no control, or pay in lieu thereof the difference between the fair market value of the property in its unrestored condition and its value in a restored condition.

INITIALS: kwm & mg
 LESSOR GOV'T

SHEET 2A
SLA #10 (revised)
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