

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 7	TO LEASE NO. GS-06P-40004	DATE MAY 06 2010	PAGE 1 of 3
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ADDRESS OF PREMISES
333 West Pershing Road, Kansas City, Missouri 64108,

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

whose address is Pershing Road Development Company
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 considerations hereinafter mentioned covenant and agree that the said Lease is amended effective _____, as follows:

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

The purpose of this Supplemental Lease Agreement (SLA) Number 7 is to acknowledge the assignment and assumption of the above referenced Lease GS-06P-40004 to Pershing Road Development Company, LLC, the third party Developer, as defined in the Memorandum of Understanding (MOU) between General Services Administration (GSA) and the [REDACTED] which is a part of Lease No. GS-06P-40004, such assignment being made in accordance with Section 11 of the MOU entitled "Assignment of Lease to Developer." Additionally, this SLA Number 7: (i) establishes the Lease Commencement Date of the Lease pursuant to Section 15 of the MOU, entitled "Commencement Date" and confirms the lease term; (ii) confirms the amount of rentable and BOMA Office area (usable) square feet, the amount of annual rent and the percentage of occupancy and (iii) amends Painting Paragraph 5.8 C. (Service Agreement Rent) of the Lease Specifications.

1. In accordance with Paragraph 11 of the MOU:
 - a. The [REDACTED] conveyed the leased premises to Pershing Road Development Company, LLC, a Missouri limited liability company, by two Missouri Special Warranty Deeds, each dated as of January 19, 2006, and recorded on January 20, 2006, in the Office of the Recorder of Deeds for Jackson County, Missouri as Instrument Number/Book & Page 2006K0004167 and 2006K0004168 respectively, and copies of which are attached to this SLA Number 7; and

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 [REDACTED]	NAME OF SIGNER Kenneth V. Hager
ADDRESS 333 W. 11th St, Suite 500, Kansas City, MO 64105	
IN THE PRESENCE OF (SIGNATURE) [REDACTED]	NAME OF SIGNER Tim W. Bahr
UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, PBS/REALTY SERVICES DIVISION	
SIGNATURE [REDACTED]	NAME OF SIGNER Brian K. Dunlay
	OFFICIAL TITLE OF SIGNER Contracting Officer

b. The [REDACTED] assigned all right, title and interest in, to and under Lease GS-06P-40004 to Pershing Road Development Company, LLC, hereinafter known as the Lessor, effective May 1, 2007, pursuant to that certain Assignment of Lease (the "Assignment of Lease") by and between the [REDACTED], as assignor, and Pershing Road Development Company, LLC, as assignee, recorded on November 19, 2007, as Instrument Number/Book & Page 2007EO148082. The GSA executed the Assignment of Lease and consented therein to the assignment of the Lease to Lessor and to the assumption by Lessor of all obligations of the [REDACTED] under the Lease as if Lessor were the original lessor under the Lease as provided in the Assignment of Lease, effective as of May 1, 2007

2. Pursuant to the Assignment of Lease, Pershing Road Development Company, LLC, as successor Lessor to the [REDACTED], assumed, approved and adopted effective as of May 1, 2007, Lease Number GS-06P-40004, and agreed to be bound by, and undertook to perform, each and every term, covenant and condition contained in the Lease. As successor Lessor, Pershing Road Development Company, LLC, assumed all obligations and liabilities of all claims and demands against the [REDACTED] under the Lease in all respects as if the successor Lessor were the original Lessor to the Lease.

3. The parties confirm that the first day any portion of the leased premises was delivered and accepted as substantially complete by the Lessee under the Lease was October 1, 2006. The substantial completion and acceptance of the entirety of the leased premises by the GSA, as lessee under the Lease, occurred on May 1, 2007. GSA hereby confirms its consent to the assignment of the Lease to the Lessor and assumption by the Lessor of all obligations under the Lease as described and conditioned in accordance with Paragraph 11.A of the MOU and agrees that Lessor shall be bound by the Lease and performance of all of its terms, covenants and conditions following the assignment. Paragraph 11, Assignment of Lease to Developer, of the MOU shall remain in force and effect. The Assignment of Lease is attached and hereby made a part of this SLA Number 7. A copy of this SLA Number 7 shall be sent to the [REDACTED].

4. All notices to Lessor under the Lease shall be delivered to the following address:

Pershing Road Development Company, LLC
333 West 11th Street, Suite 101
Attn: President DST Pershing Realty, Inc. and
Attn: President, PFS Holding Company
Kansas City, Missouri 64105-1639

5. Lease payment shall be made payable to Pershing Road Development Company, LLC, and sent to the Lessor's financial institution in accordance with ACH Vendor Enrollment Form on file dated 10/26/2006.

6. In accordance with Paragraph 15 of the MOU, the Lease Commencement Date is hereby confirmed and established as December 1, 2006. December 1, 2006 shall become the lease anniversary date for all purposes of the above-referenced Lease. The lease term is for a period of 15 years, with a termination date of November 30, 2021, subject to renewal rights in accordance with, and subject to, the terms of Section 58, Renewal Option (Added) of Lease GS-06P-40004.

7. Effective May 1, 2007, at full acceptance and final occupancy, the above referenced Lease contains 1,140,000 rentable square feet/1,005,078 BOMA Office area (usable) square feet with 4900 parking spaces.

8. Effective May 1, 2007, the annual rent is \$33,675,600.00 or \$2,806,300.00 per month in arrears. (Annual Unadjusted Base Rent of \$24,624,000.00 (\$21.60 rsf) and annual Unadjusted Service Agreement Rent of \$9,051,600.00 (\$7.94 RSF)), subject to Service Agreement Rent (SAR) annual adjustments, as set forth in the Lease, effective upon each anniversary date following the Lease anniversary date.

Initials: RVA & AKO
Lessor Gov't

Lease No. GS-06P-40004

9. Paragraph 5.8C of the Lease Specifications of the Lease, is hereby amended to read in its entirety as follows:

"5.8C Painted surfaces shall be repainted by the Lessor, as part of the Service Agreement Rent, including the moving and returning of furnishings, any time during the occupancy by the Lessee, if it is peeling or permanently stained, except where damaged due to the negligence of the Lessee. All work, in non-secured as well as secured areas, shall be done after normal working hours. Work requiring materials producing fumes/odors must be coordinated/approved by the GSA and the Facilities Branch COTR to avoid disruption of agency operations. Such materials include, but are not limited to, paint, varnish, stain and/or adhesives. However, touch up painting work on a continuous basis in corridors and in areas as necessary is authorized during normal working hours in the [redacted] facility. The work must be limited to small areas, a maximum of 15 square feet, and be well ventilated as to limit fumes/odors within the work area. Paint with low VOC's shall be used and no varnish, stain or adhesives shall be permitted for the touch up work. Tools, equipment, and materials for the touch up work shall be confined to the immediate work area and not left for a long period of time as to provide a tripping hazard or safety concern. The contractor shall perform all work in such a manner that it does not interfere with normal operation of the building occupants."

All other terms and conditions of the Lease shall remain the same.

Initials: KWH & BKD
Lessor Gov't

Lease No. GS-06P-40004
Page 3