

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO. 12

DATE NOV 03 2008  
11/3/08

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 11<sup>th</sup> 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, ~~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 12 is to provide for Phase II alteration for exterior emergency call boxes and evacuation egress paths located at the [redacted] Complex, 333 W. Pershing Road, Kansas City, Missouri.

1. The Lessor agrees to perform the alterations, as contained by reference in this Supplemental Lease Agreement (SLA), in accordance with the design documents dated September 18, 2008; and scope of work marked "Exhibit A-11" consisting of 3 pages; "Exhibit B-11" consisting of 3 pages; and "Exhibit C-11" consisting of 1 page; contained in SLA Number 11.

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/or [redacted] for security purposes. At least 5 days prior to start of the project, the contractor shall provide to the Government names of personnel working on the project for temporary "escort only" badging to be obtained at the 26<sup>th</sup> Street dock daily. The general contractor, Howell Construction, shall provide a badged person on-site for monitoring non-picture badged workers at all times during the construction process. Work is to be completed no later than December 15, 2008.

(See Sheet 2A, 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]

(Signature)

(Title)

IN PRESENCE OF

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Address)

UNITED STATES OF AMERICA

BY

[redacted signature]

(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 Upon completion of Phase II, construction of the alteration, the Government shall pay the Lessor \$ 167,456.00. 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 # PS0011761 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 11<sup>th</sup> 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:   Lva   &   mg    
          LESSOR            GOV'T

SHEET 2A  
SLA #12  
GS-06P- 40004