

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 13

DATE

11/26/08

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, January 1, 2008 as follows:

The purpose of this Supplemental Lease Agreement (SLA) Number 14 is to provide for an amendment to Paragraph 3.4, Service Agreement Rent Pass-Through; Paragraph 6.3, Drinking Fountains; Paragraph 7.1, Services, Utilities, Maintenance; and Paragraph 7.5 Janitorial Services; of the above subject Lease, effective January 1, 2008.

1. Paragraph 3.4A., SERVICE AGREEMENT RENT PASS-THROUGH is hereby amended in part as follows:
"3.4A. For each lease year, the Lessee shall pay rent for cleaning services as amended in SLA #13, supplies, materials, maintenance, maintenance on ice machines as amended in SLA #13, building superintendent as amended in SLA #13, shredding/classified PU service removal as amended in SLA #13, trash removal, landscaping, water, sewer charges, heating, electricity, insurance, Non-Capital Repairs and Replacements, general real estate taxes or payments in lieu of real estate taxes, Lessor management fees [those components identified, defined and hereinafter referred to as "Service Agreement Rent" pursuant to General Clause Section 1, 552-270-4 – DEFINITIONS (Sep 1999)]."

(See Sheets 2A & 2B and Exhibits "A-13", consisting of 16 pages & "B-13", consisting of 2 pages, 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



(Signature)

(Title)

IN PRESENCE OF

(Signature)

(Address)

UN



BY

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

Marsha Green

Contracting Officer (Official Title)

2. Paragraph 6.3, DRINKING FOUNTAINS (SEP 2000) is hereby amended in part as follows:
 "6.3A. BUILDING SHELL: The original lease requirement regarding drinking fountains has been waived by the GSA Contracting Officer to an acceptable agreement between the Lessor and the Government. At Government lease acceptance, the Lessor provided ice machines with drinking capabilities in [REDACTED] established break areas. Additionally, the Lessor shall repair and maintain, to include replacement parts and/or components as necessary, the ice machines with drinking capabilities in the [REDACTED] established work areas."
3. Paragraph 7.1A, SERVICES, UTILITIES, MAINTENANCE: GENERAL is hereby amended in part as follows:
 "7.1A Services, utilities and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor shall provide a building superintendent available on-site, full time, 24 hours, 7 days a week."
4. Paragraph 7.5A, JANITORIAL SERVICES (SEP 2000) is hereby amended in part as follows:
 "7.5A. Cleaning shall be performed during tenant working hours according to the [REDACTED] Peak and Non-Peak Core Operation Schedules. Cleaning shall be performed in accordance with the referenced timeframes and number of shifts contained in the attached Exhibit "A-13", consisting of 16 pages, and Exhibit "B-13", consisting of 2 pages, which is hereby made a part of the above subject Lease. The cleaning scope of work shall be performed, but not limited to, as follows:

Processing Level-North Wing:
 Processing Level-Center Wing
 Processing Level-South Wing

Non-Peak-One shift cleaning July 1st through December 31st, Monday through Friday.
Peak-Three shift cleaning January 1st through June 30th, Monday through Friday.
 One shift cleaning on all Saturdays and Sundays between January 1st through June 30th.
 Two shift cleaning on all Saturdays between March 1st and May 31st.
 Two shift cleaning on all Sundays from April 1st through April 30th.

North Wing-Mezzanine
 Center Wing-Mezzanine

One shift cleaning January 1st through December 31st, Monday through Friday 7AM until 8:30PM.
 Two shift cleaning Restrooms and Breakrooms, January 1st through December 31st, Monday through Friday.

South Wing-Mezzanine
 Lower Level – MPO

One shift cleaning January 1st through December 31st, Monday through Friday.

Tunnel Area

One shift cleaning January 1st through September 30th, Monday through Friday, 6AM until 2:30PM.
 Two shift cleaning October 1st through December 31st, Monday through Friday 6AM until 2:30PM (first shift cleaning) and 2:30PM until 10:30PM (2nd shift cleaning).

First Floor MPO

Two shift cleaning January 1st through December 31st, Monday through Friday.

INITIALS: KWA & mg
 Lessor Government

SHEET 2A
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Second Floor MPO

One shift cleaning January 1st through December 31st, Monday through Friday.

Restrooms and Breakroom identified on Exhibit "A-13", two shift cleaning, Monday through Friday.

Third Floor-MPO
Fourth Floor-MPO

Two shift cleaning January 1st through December 31st, Monday through Friday.

Fifth Floor-MPO
Sixth Floor-MPO

One shift cleaning January 1st through December 31st, Monday through Friday.

Warehouse

One shift cleaning January 1st through December 31st, Monday through Friday.

Cafeteria

Non-Peak-One shift cleaning July 1st through December 31st, Monday through Friday.

Peak-Two shift cleaning January 1st through June 30th, Monday through Friday.

Main Street Corridor
Exterior Courtyards
Garage Entry Vestibules

One shift cleaning January 1st through December 31st, Monday through Friday.

5. Paragraph 7.5D 13. JANITORIAL SERVICES (SEP 2000) is hereby amended in part to add the following:
"7.5D 13. As part of the Janitorial Services, the Lessor shall provide labor and materials to empty shredding/classified PU containers for the entire facility daily in accordance with the IRS statement of work."

All other terms and conditions of the above subject Lease remain the same.

INITIALS: Kua & mg
LESSOR GOV'T

SHEET 2B
SLA #13
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