

SUPPLEMENTAL LEASE AGREEMENT

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| SUPPLEMENTAL LEASE AGREEMENT NO. 21 | TO LEASE NO. GS-06P-40004 | DATE February 25, 2013 | PAGE 1 of 2 |
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ADDRESS OF PREMISES
333 W. Pershing Road, Kansas City, Missouri 64108-4302

THIS AGREEMENT, made and entered into this date by and between **Pershing Road Development Company, LLC a Missouri limited liability company**

whose address is 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 February 25, 2013, as follows:

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

1. In accordance with paragraph 9.1.E. of the Lease, an additional \$209,542.80 in construction cost savings has been identified in the form of construction reserve. This savings shall be withheld in a lump sum amount in the March, 2013 rental payment.

2. The \$209,542.80 of savings to the Government is subject to the terms and conditions hereinafter set forth, for and in connection with the refund to Lessor by J.E. Dunn Construction Company ("Contractor"), of the remaining balance of funds paid by Lessor to Contractor in connection with the construction of the [redacted] Processing Center Project (the "Project"), including the remaining balance of the reserves held by Contractor for future loss payments under the Contractor Controlled Insurance Program ("CCIP"). The total amount that has been refunded by Contractor to Lessor is \$523,857.00 (the "CCIP Reserves"). Per paragraph 9.1.E. of the Lease forty percent (40%) of the CCIP Reserves (\$209,542.80) shall be to Government (the "Government Refund"), and that Lessor (60%) of such CCIP Reserves shall go to Lessor (the "Lessor Refund").

LESSOR:

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| SIGNATURE [redacted] | NAME OF SIGNER <i>Kenneth V. Haseo</i> |
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| [redacted] (RE) | NAME OF SIGNER <i>Tim W. Baker</i> |
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| SIGNATURE [redacted] | NAME OF SIGNER Brian K. Dunlay |
| | OFFICIAL TITLE OF SIGNER Lease Contracting Officer |

AUTHORITY [redacted]
Previous edition is not usable

GSA FORM 276 (REV. 12/2008)
Prescribed by GSA - FPR (41 CFR) 1-16.601

3. Government and Lessor each acknowledges and agrees that in the event that any actual loss and related expenses (collectively, "Claim Costs") for which Contractor would have been obligated to make payment from the CCIP Reserves or otherwise under the express terms of the CCIP, the following shall apply:

Upon payment of such Claim Costs by the insurer, Zurich Insurance Company (Zurich), and demand by Zurich for reimbursement by Contractor for such Claim Costs, Lessor is required to pay to Contractor such Claim Costs, not to exceed (cumulatively and in total) the "loss aggregate" under the CCIP plus Zurich's loss conversion factor (claims handling charges not included in the loss aggregate). Such payment by Lessor is required to be made within thirty (30) days of receipt of such demand for payment by Contractor ("Contractor's Demand"). In the event that Lessor is required to make such payment to Contractor, Government shall pay to Lessor through the SAR as part of the annual reconciliation, forty percent (40%) of the Contractor's Demand, not to exceed the Government Refund of \$209,542.80.

4. Government acknowledges and agrees (i) that Lessor has provided to it a copy of the audit of Contractor's books and records relating to the Project (the "Audit"), and (ii) that Government has completed its review of the Audit and (iii) that Government agrees with the \$209,542.80 refund.

All other terms and conditions of the Lease shall remain the same. All capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Lease.

Initials: &
Lessor Gov't

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