
FIRST SUPPLEMENTAL LEASE AGREEMENT

BY AND BETWEEN THE

CITY OF OVERLAND PARK, KANSAS
as Lessor

AND

BLACK & VEATCH CORPORATION
as Lessee

DATED AS OF DECEMBER 1, 2012

Relating to Not to Exceed

\$62,000,000

FEDERALLY TAXABLE PRIVATE ACTIVITY REVENUE BONDS

SERIES 2012

(BLACK & VEATCH CORPORATION PROJECT)

The interest of the City of Overland Park, Kansas (the "Issuer"), in this First Supplemental Lease Agreement dated as of December 1, 2012, has been pledged and assigned to Commerce Bank, Kansas City, Missouri, as trustee (the "Trustee"), under the Master Trust Indenture dated as of July 1, 2009, as amended and supplemented pursuant to the provisions thereof, by and between the Issuer and the Trustee.

FIRST SUPPLEMENTAL LEASE AGREEMENT

THIS FIRST SUPPLEMENTAL LEASE AGREEMENT dated as of December 1, 2012 (the “First Supplemental Lease”), by and between the **CITY OF OVERLAND PARK, KANSAS** (the “Issuer”), as lessor, and **BLACK & VEATCH CORPORATION**, a Delaware corporation duly authorized and qualified to do business in the State of Kansas (the “Tenant”), as lessee;

WITNESSETH:

WHEREAS, the Issuer is authorized by K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the “Act”), to acquire, purchase, construct and equip certain facilities (as defined in the Act) for the stated statutory purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation with respect to said projects and to issue revenue bonds for the purpose of paying the cost of such facilities; and

WHEREAS, pursuant to the Act, the Issuer has heretofore issued its Federally Taxable Private Activity Revenue Bonds, Series 2009 (Black & Veatch Corporation Project) (the “Series 2009 Bonds”), in the original principal amount of \$60,000,000 for the purpose of paying a portion of the cost of acquiring, constructing, improving, expanding and renovating a corporate headquarters (the “Original Project”) for the benefit of the Tenant, as more fully described in the hereinafter defined Original Indenture; and

WHEREAS, the Series 2009 Bonds were issued pursuant to the terms and conditions of the Master Trust Indenture dated as of July 1, 2009 (the “Original Indenture”), by and between the Issuer and Commerce Bank, Kansas City, Missouri, as trustee (the “Trustee”); and

WHEREAS, the Issuer leased the Original Project to the Tenant pursuant to the terms and conditions of the Master Lease Agreement dated as of July 1, 2009 (the “Original Lease”), by and between the Tenant and the Issuer; and

WHEREAS, to pursuant **Section 2.09** of the Original Indenture, the Issuer is authorized to issue Additional Bonds (as defined in the Original Indenture) and to execute and deliver one or more supplemental indentures and one or more supplemental lease agreements in connection with the issuance of such Additional Bonds in accordance with the terms thereof; and

WHEREAS, pursuant to the Act, and in accordance with the Original Indenture, the Issuer’s Governing Body has passed Ordinance No. _____ (the “Ordinance”) on December 17, 2012, authorizing the Issuer to issue Additional Bonds designated Federally Taxable Private Activity Revenue Bonds, Series 2012 (Black & Veatch Corporation Project) (the “Series 2012 Bonds”), in the principal amount not to exceed \$62,000,000 for the purpose of financing additional improvements (the “Additional Improvements”), to the Original Project and authorizing the Issuer to lease the Additional Improvements, along with the Original Project, to the Tenant; and

WHEREAS, the Original Project and the Additional Improvements are herein collectively referred to as the “Project”; and

WHEREAS, the Tenant desires to continue to lease the Project pursuant to the terms of the Original Lease, as supplemented by this First Supplemental Lease; and

WHEREAS, the Original Lease and this First Supplemental Lease are collectively referred to herein as the “Lease”; and

WHEREAS, **Article XXVIII** of the Original Lease provides that the Original Lease may be amended, changed or modified without the consent of the owners of the Series 2009 Bonds; and

WHEREAS, the Series 2009 Bonds, the Series 2012 Bonds and any Additional Bonds are herein collectively referred to as the “Bonds”; and

WHEREAS, the Issuer and the Tenant each have the full right and lawful authority to enter into this First Supplemental Lease for the purpose of providing for the lease of the Original Project, as modified by the Additional Improvements;

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL LEASE AGREEMENT WITNESSETH, that the Issuer and the Tenant do hereby agree that the Original Lease shall be amended and supplemented as described herein.

Section 1. Amendment to Article I of the Original Lease. **Section 1.01** of the Original Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

Section 1.01 Definitions. Capitalized terms not otherwise defined in this Lease shall have the meanings set forth in **Exhibit C** to the Indenture as said **Exhibit C** may be amended and supplemented by a supplemental indenture. In addition to the words, terms and phrases defined in **Exhibit C** to the Indenture and elsewhere in this Lease, the capitalized words, terms and phrases as used herein shall have the meanings set forth in the Glossary of Words and Terms attached as **Exhibit C**, unless the context or use indicates another or different meaning or intent.

Section 2. Representations and Covenants by the Tenant. The Tenant makes the following covenants and representations as the basis for the undertaking on its part herein contained:

(a) The Tenant is a Delaware corporation, duly formed and existing under the laws of said state, and is duly authorized and qualified to do business in the State, with lawful power and authority to enter into this First Supplemental Lease, acting by and through its duly authorized officers.

(b) To the Tenant’s knowledge, neither the execution and/or delivery of this First Supplemental Lease, the consummation of the transactions contemplated hereby or by the Indenture, nor the fulfillment of or compliance with the terms and conditions of the Original Lease as amended by this First Supplemental Lease contravenes in any material respect any provision of its articles of incorporation, or bylaws or conflicts in any material respect with or results in a material breach of the terms, conditions or provisions of any

mortgage, debt, agreement, indenture or instrument to which the Tenant is a party or by which it is bound, or to which it or any of its properties is subject, or would constitute a material default (without regard to any required notice or the passage or any period of time) under any of the foregoing, or would result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Tenant under the terms of any mortgage, debt, agreement, indenture or instrument, or violates in any material respect any existing law, administrative regulation or court order or consent decree to which the Tenant is subject.

(c) The estimated total cost of the Additional Improvements to be financed by the Series 2012 Bonds, plus interest on the Series 2012 Bonds during acquisition, construction and installation of the Additional Improvements, and expenses anticipated to be incurred in connection with the issuance of the Series 2012 Bonds, will not be less than the face amount of the Series 2012 Bonds.

Section 3. Representations and Covenants by the Issuer. The Issuer makes the following covenants and representations as the basis for the undertaking on its part herein contained:

(a) It is a municipal corporation incorporated as a city of the first class, duly organized under the constitution and laws of the State. Under the provisions of the Act and the Ordinance, the Issuer has the power to enter into and perform the transactions contemplated by the Original Lease as amended by the First Supplemental Lease and the Original Indenture as amended by the First Supplemental Indenture and to carry out its obligations hereunder or thereunder.

(b) It has duly authorized the execution and delivery of this First Supplemental Lease and the First Supplemental Indenture and the issuance, execution and delivery of the Series 2012 Bonds.

(c) It has obtained the consent to and/or approval of the issuance of the Series 2012 Bonds by each municipal corporation and political subdivision the consent or approval of which is required by the provisions of the Act.

Section 4. Granting of Leasehold Estate. The Issuer hereby rents, leases and lets the Additional Improvements to the Tenant, and the Tenant hereby rents, leases and hires the Additional Improvements from the Issuer for the rentals and upon and subject to the terms and conditions contained herein and in the Original Lease.

Section 5. Article V of the Original Lease is hereby amended by adding the following:

Section 5.10. Funding of Project Fund. Prior to the Completion Date for the Additional Improvements, the Project Fund will be funded by the Original Purchaser of the Series 2012 Bonds in one or more installments as requests for disbursements in the form attached to the Original Lease as **Exhibit A** are submitted to and approved by the Trustee. Without the consent of the Trustee, the Tenant shall not submit more than two

requests for disbursement per month. In accordance with the Bond Placement Agreement, the Original Purchaser shall disburse installments to the Trustee, for deposit in the Project Fund, as the purchase and construction of the Additional Improvements progresses. The Original Purchaser's obligation to fund the Project Fund ceases upon the earlier of the Completion Date for the Additional Improvements or the advancement of maximum principal amount of the Series 2012 Bonds.

Section 6. The Original Lease is amended by amending **Schedule I** to the Original Lease and replacing it with **Schedule I** to this First Supplemental Lease.

Section 7. The Original Lease is amended by adding **Exhibit C-1** attached to this First Supplemental Lease and made a part hereof.

Section 8. No Other Amendments. Except as specifically amended hereby, all other terms and provisions of the Lease shall remain in full force and effect.

Section 9. Execution in Counterparts. This First Supplemental Lease may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 10. Governing Law. This First Supplemental Lease shall be governed exclusively by and construed and interpreted in accordance with applicable laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Lease Agreement to be executed in their respective names and their corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

Remainder of the Page Intentionally Left Blank

THIS FIRST SUPPLEMENTAL LEASE AGREEMENT is executed as of the date first hereinabove written.

CITY OF OVERLAND PARK, KANSAS

By: _____
Carl R. Gerlach, Mayor

(SEAL)

ATTEST:

By: _____
Marian Cook, City Clerk

THIS FIRST SUPPLEMENTAL LEASE AGREEMENT is executed as of the date first hereinabove written.

BLACK & VEATCH CORPORATION

By: _____
Name: _____
Title: _____

(SEAL)

ATTEST:

By: _____
Name: _____
Title: _____

THIS FIRST SUPPLEMENTAL LEASE AGREEMENT is executed as of the date first hereinabove written.

COMMERCE BANK, as Trustee

By: _____
Name: _____
Title: _____

(SEAL)

ATTEST:

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

BE IT REMEMBERED that on this ____ day of December, 2012, before me, the undersigned, a Notary Public in and for County and State aforesaid, came Carl R. Gerlach, Mayor of the City of Overland Park, Kansas, a municipal corporation duly organized and existing under the laws of the State of Kansas, and Marian Cook, City Clerk of said Issuer, who are personally known to me to be the same persons who executed the foregoing instrument of writing as such officials, and said Carl R. Gerlach, as Mayor duly acknowledged the execution of the same to be the act of the Issuer; and Marian Cook, as City Clerk duly acknowledged the attestation of the same for and on behalf of said Issuer and affixed thereto the seal of Issuer.

IN TESTIMONY WHEREOF, I have hereunto subscribed by name and affixed my official seal, the day and year last above written.

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

BE IT REMEMBERED that on this ____ day of December, 2012, before me, the undersigned, a Notary Public in and for County and State aforesaid, came _____, _____ of Commerce Bank and _____ of said Bank, who are personally known to me to be the same persons who executed the foregoing instrument of writing as such officers, and said _____ as _____, duly acknowledged the execution of the same to be the act of the association; and _____, as _____, duly acknowledged the attestation of the same for and on behalf of said Bank, and affixed thereto the seal of the Bank.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires:

SCHEDULE I

DESCRIPTION OF PROPERTY

THE FOLLOWING DESCRIBED REAL ESTATE LOCATED IN JOHNSON COUNTY, KANSAS, TO WIT:

All of Block 1, Overland Park Plaza II, a subdivision in the City of Overland Park, Johnson County, Kansas, EXCEPT that part in street and EXCEPT that part thereof described as follows:

Lots 1 & 2, Overland Park Plaza II Replat, a subdivision in the City of Overland Park, Johnson County, Kansas.

The EXCEPTED parcel also being described as follows:

Beginning at the Northeast corner of said Block 1, thence North 60 degrees 27 minutes 29 seconds West, along the Northerly line of said Block 1, and along the Southerly right-of-way line of 112th Street, as now established, a distance of 342.18 feet, to a point of curvature; thence Northwesterly, and Westerly along said Northerly line of said Block 1 and along the Southerly right-of-way line of said 112th Street, said line being on a curve to the left having a radius of 620 feet, and a central angle of 14 degrees 39 minutes 01 seconds, a distance of 158.53 feet; thence South 13 degrees 21 minutes 36 seconds West, a distance of 552.01 feet, to a point of curvature; thence Southwesterly, Southerly and Southeasterly along a curve to the left having a radius of 23 feet, and a central angle of 74 degrees 40 minutes 39 seconds a distance of 29.98 feet, to a point of reverse curvature; thence Southeasterly along a curve to the right having a radius of 424.29 feet, a central angle of 21 degrees 41 minutes 20 seconds, and whose initial tangent bearing is South 61 degrees 19 minutes 03 seconds East, a distance of 160.61 feet, to a point of reverse curvature; thence Southeasterly along a curve to the left having a radius of 558 feet, a central angle of 17 degrees 26 minutes 42 seconds, and whose initial tangent bearing is South 39 degrees 37 minutes 43 seconds East, a distance of 169.90 feet, to a point on the Easterly line of said Block 1, said point also being on the Westerly right-of-way line of Outlook, as now established; thence North 29 degrees 32 minutes 31 seconds East, along the Easterly line of said Block 1, and along the Westerly right-of-way line of said Outlook, a distance of 630.06 feet to the point of beginning.

EXHIBIT C-1

Words or terms defined below that are defined in Exhibit C to the Original Lease are amended to read as listed in this **Exhibit C-1**. Words or terms defined below that are not defined in **Exhibit C** to the Original Lease are added to Exhibit C of the Original Lease.

“Basic Term” means that term commencing as of the date of this Lease and ending on December 31, 2022, subject to prior termination as specified in this Lease, but ending, in any event, when all of the principal of, redemption premium, if any, and interest on all Outstanding Bonds shall have been paid in full or provision made for their payment in accordance with the provisions of the Indenture.