

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-06P-21012
LEASE AMENDMENT	
ADDRESS OF PREMISES: 1251 NW Briarcliff Parkway Kansas City, MO 64116-1776	PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between **BDC Hilltop Office LLC**

whose address is: **1300 NW Briarcliff Parkway, Suite 250
Kansas City, MO 64150**

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 July 2, 2013 as follows:

This Lease Amendment #1 is issued to expand the leased Premises.

1. Section 1.01 THE PREMISES (JUN 2012) is hereby deleted in its entirety and replaced with the following:

"1.01 THE PREMISES (JUN 2012)

1.01 THE PREMISES (AUG 2011)

The Premises are described as follows:

Office and Related Space: 29,948 rentable square feet (RSF), yielding 27,731 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space based upon a common area factor of 7.99 percent, located on the 6th and 2nd floor(s) and known as Suite(s) 600 and 225, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit B."

This Lease Amendment contains 3 pages.

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 below date.

FOR THE

Signature: _____
 Name: _____
 Title: Timber
 Entity Name: _____
 Date: _____

FOR THE GOVERNMENT:

Signature: _____
 Name: Kory R. Hochler
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, 6PRW
 Date: 8/13/13

WITNESSED FOR THE LESSOR BY:

Signature: _____
 Name: REBECCA HILL
 Title: CHIEF FINANCIAL OFFICER
 Date: 8-5-2013

2. Section 1.03 RENT AND OTHER CONSIDERATION (AUG 2011) is hereby deleted in its entirety and replaced with the following:

"1.03 RENT AND OTHER CONSIDERATION (AUG 2011)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM (YEARS 1-10)	NON FIRM TERM (YEARS 11-15)
	ANNUAL RENT	ANNUAL RENT
SHELL RENT	\$ 641,226.69	\$ 641,226.69
TENANT IMPROVEMENTS RENT ¹	\$ 95,520.13	\$ 95,520.13
OPERATING COSTS	\$ 124,149.41	\$ 124,149.41
BUILDING SPECIFIC SECURITY ²	\$ 3,733.33	\$ 3,733.33
TOTAL ANNUAL RENT	\$864,629.56	\$864,629.56

¹The Tenant Improvement Allowance of \$1,432,802.00 is amortized at a rate of 0 percent per annum over 15 years.

²Building Specific Security Costs of \$56,000.00 are amortized at a rate of 0 percent per annum over 15 years.

In instances where the Lessor amortizes either the TI or Building Specific Amortized Capital for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 27,731 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.

F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in "Paragraph 1.01, THE PREMISES" created herein;
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

G. INTENTIONALLY DELETED

INITIALS: RB & Kel
LESSOR & GOVT

3. Section 1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011) is hereby deleted in its entirety and replaced with the following:

"1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011)

A. Studley, Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only [REDACTED] of the Commission, will be payable to Studley, Inc. with the remaining [REDACTED], which is the "commission credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully this commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$72,052.46 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1ST Month's Rent.

Month 2 Rental Payment \$72,052.46 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 2ND Month's Rent.

Month 3 Rental Payment \$72,052.46 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 3RD Month's Rent.

Month 4 Rental Payment \$72,052.46 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 4TH Month's Rent."

4. Section 1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012) is hereby deleted in its entirety and replaced with the following:

"1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (AUG 2011)

As of the lease award date, the Government's percentage of occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is 13.58 percent. The percentage of occupancy is derived by dividing the total Government space of 29,948 RSF by the total building space of 220,496 RSF."

5. Section 1.13 OPERATING COST BASE (AUG 2011) is hereby deleted in its entirety and replaced with the following:

"1.13 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the clause titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$124,149.41/annum (\$4.1454993/RSF)."

6. All other terms and conditions of the lease shall remain in force and effect.

INITIALS: RB & [Signature]
LESSOR & GOV