

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-06P-21012
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: **4151 N. Mulberry Dr., Suite 205
Kansas City, MO 64116-4600**

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 1, 2014 as follows:

This Lease Amendment #2 is issued to establish the Commencement Date of the lease rental payments (shell and adjusted operating costs) until the completion and acceptance of the tenant improvements.

1. To Have and To Hold the said Premises with its appurtenances for the term beginning February 1, 2014 and continuing for a period of 15 Years, 10 Years Firm through January 31, 2029, subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.
2. Rent for the period beginning February 1, 2014 up until completion and acceptance of the tenant improvements will not include an amount for Tenant Improvement amortization or Building Specific Security amortization. Additionally, the Operating Costs have been reduced by an amount equal to the Rate for Adjustment for Vacant Premises specified in the Lease.

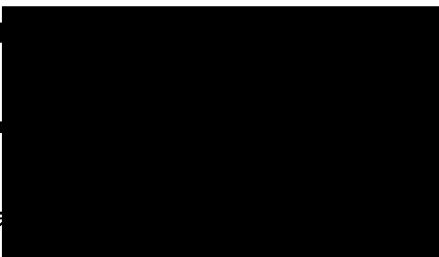
Upon completion and acceptance of the tenant improvements, (within 90 working days following the Notice to Proceed) the final Tenant Improvement and Building Specific Security amounts of the rental rate will be documented in a Lease Amendment and amortized over the remaining firm term from the acceptance date.

This Lease Amendment contains 2 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: _____
 Entity Name: _____
 Date: _____

FOR THE GOVERNMENT



Signature: _____
 Name: Kory R. Hochler
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, 6PRW
 Date: 2/20/14

WITNESSED FOR THE LESSOR BY:



Signature: _____
 Name: _____
 Title: _____
 Date: 2/6/14

Additionally, upon completion and acceptance of the tenant improvements, the Operating Costs will be increased to include the entire Operating Costs amount specified in the Lease.

Beginning February 1, 2014 the rent will be \$732,098.90 per annum (Shell Rent of \$641,226.69 and Operating Costs of \$90,872.21) at the rate of \$61,008.24 paid monthly in arrears.

3. 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 \$90,872.21/annum. (Lease Operating Costs of \$124,149.41 – Adjustment for Vacant Premises \$33,277.20 = \$90,872.21).
4. The final Broker Commission and Commission Credit will be established upon completion and acceptance of the Tenant Improvements in a Lease Amendment. The Broker Commission Credit will be reduced from the first full months rent from the acceptance date of the Tenant Improvements.
5. All other terms and conditions of the lease shall remain in force and effect.

INITIALS: RS & KE
LESSOR GOVT