

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-06P-21012
ADDRESS OF PREMISES: 1251 NW Briarcliff Parkway Kansas City, MO 64116-1776	PDN Number: PS0030097

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 to establish the date of completion of Tenant Improvements and beneficial occupancy, establish rental payments including amortized tenant improvement costs and establish the final commission amount and credit.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective October 1, 2014 as follows:

1. LEASE TERM is hereby deleted in its entirety and replaced with the following:


"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. The date of substantial completion of Tenant Improvements is established as October 1, 2014."

This Lease Amendment contains 5 pages, including Exhibit A.


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 LESSOR 
 Signature: _____
 Name: _____
 Title: _____
 Entity Name: _____
 Date: 12/9/14

FOR THE GOVERNMENT 
 Signature: _____
 Name: Katherine Swan
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, 6PRW
 Date: 12/11/14

WITNESSED FOR THE LESSOR BY:


 Signature: _____
 Name: _____
 Title: Property Manager
 Date: 12.8.14

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 2/1/14 - 8/30/14	Firm Term 10/1/14 - 1/31/24	Non Firm Term 2/1/24 - 1/31/29
	Annual Rent	Annual Rent	Annual Rent
Shell Rent	\$841,226.69	\$841,226.69	\$841,226.69
Tenant Improvements rent ¹	\$0.00	\$89,962.83	\$89,962.93
Operating Costs	\$90,872.21	\$124,149.41	\$124,149.41
Total Annual Rent	\$732,098.90	\$865,339.03	\$865,339.03 ^{AB} \$865,339.03 _{KJ}

¹The Tenant Improvement Allowance of \$1,432,602.00 is amortized at a rate of 0 percent per annum over 172 months.

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, 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

3. Section 1.05 TERMINATION RIGHTS (AUG 2011) is hereby deleted in its entirety and replaced with the following:

"1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time, effective after the firm term of this Lease, January 31, 2024, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

INITIALS: RLB & [Signature]
LESSOR GOVT

4. Section 1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011) is hereby deleted in its entirety and replaced with the following:

"1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The date of substantial completion of the Tenant Improvements (TI) is established as October 1, 2014. The Government and Lessor agree that the final Tenant Improvement costs, including all approved change orders (Exhibit A attached), is \$1,552,307.26.

Of the \$1,552,307.26 Tenant improvement costs, only \$1,432,802.00 are amortized into the rent for the remaining firm term (172 months) at the rate of 0.0% as described in the Lease. The remaining \$119,505.26 shall be paid to Lessor upon completion as described herein.

The Government shall reimburse the Lessor in a lump sum payment in the amount of \$119,505.26, upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Lease Contracting Officer.

Invoices shall be submitted to the Greater Southwest Finance Center (with a copy to the Lease Contracting Officer) electronically on the Finance Website at www.finance.gsa.gov. Lessors who are unable to process the invoices electronically, may mail the invoices to the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: GSA LEASE CONTRACTING OFFICER – KATHERINE SWAN
1500 E Bannister Rd
Kansas City, MO 64131

A proper invoice must include the following:

- Invoice date
- Unique invoice #
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN # PS0030097

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it."

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)

Effective October 1, 2014, the Operating Costs will be increased to include the entire Operating Costs amount specified in the Lease. 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). The base year remains 2/1/2014.

6. 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. Savills Studley, Inc. (f/k/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 Savills 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.

INITIALS:

RB
LESSOR

&

[Signature]
GOVT

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 \$61,008.24 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 1ST Month's Rent.
- Month 2 Rental Payment \$61,008.24 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 2ND Month's Rent.
- Month 3 Rental Payment \$61,008.24 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 3RD Month's Rent.
- Month 4 Rental Payment \$61,008.24 minus prorated commission credit of [REDACTED] equals [REDACTED] adjusted 4TH Month's Rent."

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

INITIALS: RB & [Signature]
LESSOR GOVT