

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-06P-LMO31010
LEASE AMENDMENT	
ADDRESS OF PREMISES: 3500 East 149 th Street, Suite 300 Kansas City, MO 64147-1302	PDN Number: PS0029661

THIS AMENDMENT is made and entered into between **CenterPoint Kansas City One, LLC** whose address is: c/o CenterPoint Properties Trust, 1808 Swift Drive, Suite A, Oak Brook, Illinois 60523-1501 hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to supplement the above Lease.

NOW THEREFORE, these parties for consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government execution as follows:

- I) To revise Paragraph 3.48, Acoustical Requirement
- II) To revise Exhibit D, Table 4.4, Summary of Program of Requirements (POR)
- III) To define the space in blocks and establish the effective date of the Warehouse/Storage Space
- IV) To amend Paragraph 1.03, Rent and Other Consideration, to establish the rental commencement of Block A – Warehouse/Storage Space
- V) To state the maintenance and repair responsibility of the hydraulic dock levelers
 - I. Paragraph 3.48 is deleted in its entirety and replaced with the following:
 - a. Reverberation Control, Ambient Noise Control & Noise Isolation: Refer to final design documents dated April 30, 2014, for specific wall types and construction methods including sound attenuation.

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 LESSOR

Signature: _____
 Name: _____
 Title: _____
 Entity Name: CenterPoint Kansas City One, LLC (by CenterPoint Properties Trust, its Manager)
 Date: _____

FOR THE GOVERNMENT

Signature: _____
 Name: _____
 Title: _____
 GSA, Public Buildings Service, East Leasing Branch
 Date: 10/20/14

WITNESS

Signature: _____
 Name: _____
 Title: Senior Vice President, Treasurer
 Date: _____

- II. Exhibit D, Table 4.4, Summary of P.O.R. is deleted in its entirety and replaced with the following:
 - a. Table 4.4 – Summary of P.O.R. Refer to final design documents dated April 30, 2014, for actual Spatial Arrangements and Room Sizes.
- III. As outlined in section 1.01.A, The Premises, the warehouse/storage Space is 100,924 ANSI/BOMA / 100,924 RSF. This block of space shall be known as Block A and will be effective on October 8, 2014. The remaining office space consisting of 2,389 ANSI/BOMA / 3,260 RSF, known as Block B, is projected to become effective no later than December 16, 2014, and will be reconciled in a subsequent Lease Amendment.
- IV. Paragraph 1.03, Rent and Other Considerations is amended as follows for the acceptance of Block A – Warehouse/Storage Space.
 - a. Effective October 8, 2014, the Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

BLOCK A	YEARS 1-5	YEARS 6-10	YEARS 11-15
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$556,090.13	\$617,634.29	\$685,253.37
TENANT IMPROVEMENTS RENT ²	\$0.00	\$0.00	\$0.00
OPERATING COSTS ³	\$392,614.95	\$392,614.95	\$392,614.95
BUILDING SPECIFIC AMORTIZED CAPITAL ⁴	\$0.00	\$0.00	\$0.00
PARKING ⁵	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$948,705.08	\$1,010,249.24	\$1,077,868.32

¹Shell rent calculation: \$5.509989 per RSF (Years 1-5), \$6.119796 per RSF (Years 6-10), and \$6.789796 per RSF (Years 11-15) multiplied by **100,924** RSF.

²The Tenant Improvement Allowance will be amortized once the office space (Block B) is complete, reconciled and effective in December 2014.

³Operating Costs rent calculation: **\$3.890204** per RSF multiplied by **100,924** RSF.

⁴No Building Specific Amortized Capital (BSAC) was included.

⁵Parking shall be provided at a rate of \$0.00 per parking space per month.

- V. Preventative maintenance, testing and any necessary repairs of the hydraulic dock levelers is included in the rental consideration and remains the responsibility of the Lessor. The hydraulic dock levelers shall be maintained to provide reliable, efficient service without unusual interruption.

INITIALS: MPM & AAA
 LESSOR & GOV'T