

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-06P-LMO31010
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 establish the Lease Term
- II) To amend section 1.01.A, describing the Premises and to confirm the effective dates for each Block of space
- III) To issue a notice to proceed for change orders 1 and 2 and restate the lump-sum payment amount
- IV) To amend section 1.03, Rent and Other Consideration, to establish the rental commencement of Block B – Office Space
- V) To confirm section 1.04, Broker Commission and Commission Credit
- VI) To add section 6.07. N, Janitorial Service Hours
- VII) To restate the operating cost and base year

This Lease Amendment contains [4] pages.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and names as of the below date.

FOR THE



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

FOR THE



Signature: _____
 Name: _____
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, East Leasing Branch
 Date: 11/15/15

WITNESSED FOR THE LESSOR BY:



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

- I. **Page One, Part Two, Lease Term** is deleted in its entirety and replaced with the following:

LEASE TERM

To HAVE AND TO HOLD the said Premises with their Appurtenances for a term of Fifteen (15) Years, five (5) years firm (for all blocks of space), beginning November 19, 2014, and ending November 18, 2029. The Government may terminate this Lease, at any time effective after November 18, 2019, in whole or in any part, by providing not less than one hundred eighty (180) 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 rent shall accrue after the effective date of termination.

- II. Section 1.01.A is deleted and replaced in its entirety by the following.

THE PREMISES

The Premises are described, as follows:

- A. Warehouse and Related Space: **104,184** rentable square feet in accordance with ANSI/BOMA Standard Z65.2-2009, "Method A" (Exterior Wall Methodology) (for industrial buildings), excluding any mezzanine space (hereinafter referred to as ANSI/BOMA RSF.)

1. Block A – Warehouse/Storage Space, in a single-story building
100,924 ANSI/BOMA
100,924 RSF
Effective October 8, 2014
2. Block B – Office Space
2,389 ANSI/BOMA
3,260 RSF
Effective November 19, 2014
3. Total Space - 103,313 ANSI/BOMA / 104,184 RSF
Effective November 19, 2014

- III. Subsequent to the August 4, 2014, and September 9, 2014, Government issuances of NTP for tenant improvements in the amount of **\$961,098.00**, and during tenant improvement construction in November 2014, the Government amended the scope of work, as follows:

Change Order #1 – ADD: Fiber Connection - TI Data Closet [REDACTED]

Change Order #2 – ADD: [REDACTED]

The Lessor presented price proposals in the amounts of [REDACTED] and [REDACTED]. The respective costs were deemed Fair and Reasonable by the Government. With Change Orders 1 & 2, in the amount of **\$431,438.50**, as described above, the total cost for tenant improvements in the amount of **\$1,392,536.50** exceeds the tenant improvement allowance of **\$933,774.21**, which has been amortized into the Lease. The Lessor shall construct all Tenant Improvements in accordance with section 5 of the Solicitation for Offers, incorporated into and made part of the Lease. Upon completion, inspection and acceptance of the space, the Government shall reimburse the Lessor, by lump-sum payment, in the amount of **\$458,762.30** (this amount is fully inclusive and represent the previously agreed TI overage lump-sum amount from LA 2).

The original invoice should be sent electronically to (www.finance.gsa.gov) and must be sent directly to the GSA Finance Office at the following address:

INITIALS: MPM
NAL & [Signature]
LESSOR & GOVT

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: Matthew W. Helmering
1500 East Bannister Road (6PRE)
Kansas City, MO 64131
Office: 816.823.2125

A proper invoice must include the following:

- Invoice date
- 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 Number: PS0029661**

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

INITIALS: MPM
MT LESSOR & MPM
GOVT

IV. Paragraph 1.03, Section A, is restated and Section B is added, as follows:

RENT AND OTHER CONSIDERATION

A. Block A – Warehouse/Storage Space - Effective October 8, 2014, the Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

BLOCK A	10/8/14-11/18/14	11/19/14-11/18/19	11/19/19-11/18/24	11/19/24-11/18/29
FIRM TERM: 11/19/14 - 11/18/19	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$556,090.13	\$556,090.13	\$617,634.29	\$685,253.37
OPERATING COSTS ²	\$392,614.95	\$392,614.95	\$392,614.95	\$392,614.95
BUILDING SPECIFIC AMORTIZED CAPITAL ³	\$0.00	\$0.00	\$0.00	\$0.00
PARKING ⁴	\$0.00	\$0.00	\$0.00	\$0.00
BLOCK A - TOTAL ANNUAL RENT	\$948,705.08	\$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.

²Operating Costs rent calculation: \$3.890204 per RSF multiplied by 100,924 RSF.

³No Building Specific Amortized Capital (BSAC) was included.

⁴Parking shall be provided at a rate of \$0.00 per parking space per month.

B. Block B – Office Space - Effective November 19, 2014, the Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

BLOCK B	10/8/14-11/18/14	11/19/14-11/18/19	11/19/19-11/18/24	11/19/24-11/18/29
FIRM TERM: 11/19/14-11/18/19	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$0.00	\$17,962.56	\$19,950.53	\$22,134.73
TENANT IMPROVEMENTS RENT ²	\$0.00	\$226,399.34	\$0.00	\$0.00
OPERATING COSTS ³	\$0.00	\$12,682.07	\$12,682.07	\$12,682.07
BUILDING SPECIFIC AMORTIZED CAPITAL ⁴	\$0.00	\$0.00	\$0.00	\$0.00
PARKING ⁵	\$0.00	\$0.00	\$0.00	\$0.00
BLOCK B - TOTAL ANNUAL RENT	\$0.00	\$257,043.97	\$32,632.60	\$34,816.80

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 3,260 RSF.

²The Tenant Improvement Allowance of \$933,774.21 is amortized at a rate of 7.85% per annum over five (5) years.

³Operating Costs rent calculation: \$3.890204 per RSF multiplied by 3,260 RSF.

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

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

C. Total Warehouse and Office Space - Effective November 19, 2014, the Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

BLOCKS A & B	10/8/14-11/18/14	11/19/14-11/18/19	11/19/19-11/18/24	11/19/24-11/18/29
FIRM TERM: 11/19/14-11/18/19	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$556,090.13	\$574,052.69	\$637,584.82	\$707,388.10
TENANT IMPROVEMENTS RENT ²	\$0.00	\$226,399.34	\$0.00	\$0.00
OPERATING COSTS ³	\$392,614.95	\$405,297.02	\$405,297.02	\$405,297.02
BUILDING SPECIFIC AMORTIZED CAPITAL ⁴	\$0.00	\$0.00	\$0.00	\$0.00
PARKING ⁵	\$0.00	\$0.00	\$0.00	\$0.00
BLOCKS A & B - TOTAL ANNUAL RENT	\$948,705.08	\$1,205,749.05	\$1,042,881.84	\$1,112,685.12

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 104,184 RSF.

²The Tenant Improvement Allowance of \$933,774.21 is amortized at a rate of 7.85% per annum over five (5) years.

³Operating Costs rent calculation: \$3.890204 per RSF multiplied by 104,184 RSF.

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

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

INITIALS: MPM & AA
LESSOR & GOVT

V. Paragraph 1.04, Broker Commission and Commission Credit is amended as follows:

- A. CBRE, 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 CBRE, 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 full 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 full month of rental payments and continue as indicated in the schedule for adjusted Monthly Rent.

Month 1 Rental Payment \$100,479.09 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Month 2 Rental Payment \$100,479.09 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

Month 3 Rental Payment \$100,479.09 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.

VI. Paragraph 6.07, Section N, is hereby added, as follows:

Janitorial Service – Restricted Hours: Daytime cleaning is required and Lessor agrees as part of the rental consideration to provide all janitorial services, for the life of the lease, between the hours of 8AM and 2PM.

VII. Paragraph 1.15, Operating Cost Base, is deleted and replaced in its entirety by the following:

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$3.89024 per RSF (\$405,297.00/annum). The base year for escalations is 10/8/2014.

INITIALS: MPM
MAI LESSOR & [Signature]
GOVT