

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 5
	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 Government acceptance of tenant improvements added by way of approved Change Orders 1 & 2.
- II) To amend section 1.03 Rent And Other Consideration
- III) To amend section 1.04, Broker Commission and Commission Credit
- IV) To amend section 1.15 Operating Cost Base
- V) To amend section 6.05, Heating and Air Conditioning
- VI) To amend section 6.10, Snow Removal
- VII) To amend section 6.11, Maintenance And Testing Of Systems

- I. 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 and ordered added tenant improvements, as follows:

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

Change Order #2 – ADD: [REDACTED]

As evidenced by GSA Form 1204A, the Government has inspected and accepted the added tenant improvements represented by change orders 1 & 2.

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

[REDACTED]

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

FOR THE

[REDACTED]

Signature: _____
 Name: _____
 Title: GSA, Public Buildings Service
 Date: 4/27/15

WITNESSED FOR THE LESSOR BY:

[REDACTED]

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

II. Paragraph 1.03, Sections A, B and C are restated, 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	\$406,402.38	\$406,402.38	\$406,402.38	\$406,402.38
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	\$962,492.51	\$962,492.51	\$1,024,036.67	\$1,091,655.75

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: \$4.026816 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	\$13,127.42	\$13,127.42	\$13,127.42
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	\$257,489.32	\$33,077.95	\$35,262.15

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: \$4.026816 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	406,402.38	\$419,529.80	\$419,529.80	\$419,529.80
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	\$962,492.51	\$1,219,981.83	\$1,057,114.62	\$1,126,917.90

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: \$4.026816 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:

LESSOR

&

GOV'T

III. 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 \$101,665.15 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 1st Month's Rent.

Month 2 Rental Payment \$101,665.15 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 2nd Month's Rent.

Month 3 Rental Payment \$101,665.13 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted 3rd Month's Rent.

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

To provide for certain added Lessor maintenance costs associated with wareyard snow removal, added warehouse restroom janitorial and electrical cost for added warehouse freezer unit, the parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" the Lessor's base rate for operating costs shall be \$4.026816 per RSF (\$419,529.76/annum). The base year for escalations is 10/8/2014.

V. Paragraph 6.05, Heating and Air Conditioning Sections 1 through 2 are clarified, as follows:

Warehouse Areas: Notwithstanding any conflicting criteria which may be contained in this or any other lease section, Lessor agrees to provide temperature control for the warehouse areas via ceiling mounted heating & cooling equipment capable of maintaining a minimum 68 degrees during heating months and a maximum temperature of 77 degrees during cooling months.

VI. Paragraph 6.10, Snow Removal is restated and amended, as follows:

In addition, Lessor shall also provide snow removal service for the Government utilizing the same frequency, criteria, etc., as more specifically described in this section 6.10, for the wareyard area, which area was not part of the original common area maintenance obligation and operating cost calculation. Accordingly, an annual amount of [REDACTED] is made part of and reflected in amended Section 6. 10, Operating Cost Base, detailed herein.

VII. Paragraph 6.11, Maintenance And Testing of Systems is amended, as follows:

[REDACTED] - The Government, at its sole expense and discretion, shall be responsible for the procurement, installation and maintenance of this Agency Special Requirement, [REDACTED], throughout the term of the lease. Further, Lessor shall be responsible for providing only standard window care & cleaning pursuant to national standards for Class A Commercial Office janitorial services and Lessor shall not bear any responsibility for repairs or maintenance to the [REDACTED]

INITIALS: [Handwritten initials] LESSOR & [Handwritten initials] GOV'T