

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-06P-31008
ADDRESS OF PREMISES 2 PERSHING SQUARE 2300 MAIN STREET KANSAS CITY, MO 64108-2416	PDN Number:

**THIS AMENDMENT** is made and entered into between **Gateway Harrison, Inc., an ownership entity of Los Angeles County Employee Retirement Association (LACERA) – TA Associates Realty**

whose address is: **28 State Street, 10<sup>th</sup> Floor  
Boston, Massachusetts 02109-571**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease by including the Agency Program of Requirements and expanding the square footage.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective December 4, 2014 as follows:

A. Paragraph 1.01 A of the lease is deleted and replaced with:

Office and Related Space: **139,797** rentable square feet (RSF), yielding **132,072** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **2, 3, 4, 6 and 7th** floor(s), of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **A**.

B. Paragraph 1.03 A of the lease is deleted and replaced with:

This Lease Amendment contains **75** 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: Kenan Director  
 Title: Kenan Director  
 Entity Name: Gateway Harrison, Inc  
 Date: 12/9/13

FOR THE GOVERNMENT



Signature: \_\_\_\_\_  
 Name: Kory R. Hochler  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service,  
 Date: 12/10/13

WITNESSED FOR THE LESSOR BY:



Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: Assistant Contracting Officer  
 Date: 12/9/13

Year	Shell	Base Cost of Services	Tenant Improvement Allowance	Building Specific Amortized Capital	Annual Rent	Monthly Rent
1-3	\$ 1,188,274.50	\$ 718,556.58	\$320,998.35	\$8,005.75	\$2,235,835.18	\$ 186,319.60
4	\$ 1,223,223.75	\$ 718,556.58	\$320,998.35	\$8,005.75	\$2,270,784.43	\$ 189,232.04
5	\$ 1,258,173.00	\$ 718,556.58	\$320,998.35	\$8,005.75	\$2,305,733.68	\$ 192,144.47
6	\$ 1,293,122.25	\$ 718,556.58	\$320,998.35	\$8,005.75	\$2,340,682.93	\$ 195,056.91
7	\$ 1,328,071.50	\$ 718,556.58	\$320,998.35	\$8,005.75	\$2,375,632.18	\$ 197,969.35
8-9	\$ 1,432,919.25	\$ 718,556.58	\$320,998.35	\$8,005.75	\$2,480,479.93	\$ 206,706.66
10-12	\$ 1,502,817.75	\$ 718,556.58	\$320,998.35	\$8,005.75	\$2,550,378.43	\$ 212,531.54
13-16	\$ 1,572,716.25	\$ 718,556.58	\$320,998.35	\$8,005.75	\$2,620,276.93	\$ 218,356.41
17-20	\$ 1,642,614.75	\$ 718,556.58	\$320,998.35	\$8,005.75	\$2,690,175.43	\$ 224,181.29

The first 18 months of rent are fully abated. This free rent period totals \$3,353,752.77.  
 Rent is also fully abated months 121-126. This free rent period totals \$1,275,189.22  
 Rent is also fully abated months 181-186. This free rent period totals \$1,310,138.47  
 Rent is also fully abated months 229-240. This free rent period totals \$2,690,175.43

C. Paragraph 1.03 B of the lease is deleted and replaced with:

Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **138,676** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

D. Paragraph 1.09 B of the lease is deleted and replaced with:

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **28.49%** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **139,797** RSF by the total Building space of **490,757** RSF.

E. Paragraph 1.10 of the lease is deleted and replaced with:

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is **\$346,355.29**

F. Paragraph 1.11 of the lease is deleted and replaced with:

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 **\$5.14** per RSF (**\$718,556.58/annum**)

G. Paragraph 1.12 of the lease is deleted and replaced with:

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the leased Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by **\$1.50** per ABOA SF of Space vacated by the Government. The vacated space must be leasable as agreed to by the Government and the Lessor.

H. Paragraph 2.07 of the lease is deleted and replaced with:

If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate (i.e., the base for operating cost adjustments) will be reduced by the rate established in Paragraph 1.12.

I. Paragraph 2.10 of the lease is deleted.

INITIALS: CTO & KEV  
 LESSOR & GOV'T