

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	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 revise Paragraph 1.17, Hourly Overtime HVAC Rates;
- II) To establish the Tenant Improvements (TIs) and issue a Notice to Proceed (NTP);
- III) To revise Paragraph 4.01, I, Schedule for Completion of Space;
- IV) To provide provisions for the payment of the TI.

I. Paragraph 1.17 is deleted in its entirety and replaced with the following:

1.17 HOURLY OVERTIME HVAC RATES (AUG 2011)

A rate of nine dollars per hour (\$9.00/hour) for the office space and the rate of zero dollars per hour (\$0.00/hour) for the warehouse/storage space shall apply in the application of the paragraph titled, "Overtime HVAC usage."

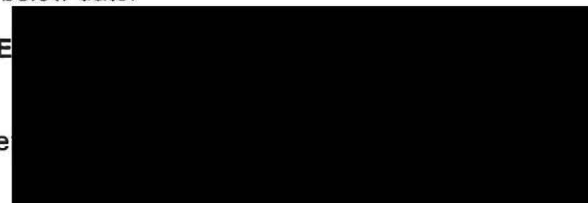
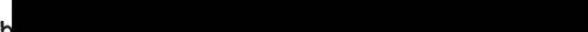
This Lease Amendment contains {2} pages.

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.

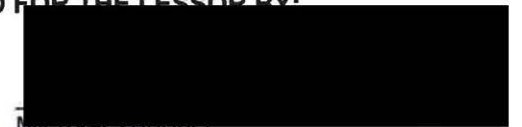
FOR THE LESSOR

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

FOR THE GOVERNMENT

Signature: 
 Name: 
 Title: GSA, Public Buildings Administration
 Date: 9/2/14

WITNESSED FOR THE LESSOR BY:

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

II. Following a Government review of the submitted cost proposal, the Government has determined that TI bid submitted is fair and reasonable at a total cost not to exceed \$961,098.00, inclusive of all management and architectural fees. This Lease Amendment represents your contractual approval for the NTP issued on August 4, 2014, for the construction of the TIs in the amount of \$933,774.21 and provides a NTP on the remaining \$27,323.79 that was over the TI allowance.

III. Paragraph 4.01, Section I, is deleted in its entirety and replaced with the following:

Construction of TIs and completion of other required construction work: Early occupancy for the warehouse space, only, under a City-issued Temporary Certificate of Occupancy is required no later than October 2, 2014. The Lessor shall complete all remaining work required to prepare the premises, as required in this Lease, ready for use no later than December 16, 2014.

IV. Upon completion, inspection and acceptance of the space, the Government shall pay for the total TI cost by amortizing \$933,774.21 over the first 5 years of the term at an interest rate of 7.85% per annum.

The remaining balance of the total cost of TIs is \$27,323.79 (TI total cost of \$961,098.00 minus TI allowance of \$933,774.21) and shall be paid by a lump-sum payment upon the completion and acceptance by the Government of the TIs necessary to finish the interior of the lease space as depicted on the attached Exhibit "A". The lump-sum payment includes all the Lessor's fees for general and administrative costs, profit and any and all other fees associated with the completion of the TIs by the anticipated date of completion.

A subsequent Lease Amendment shall be issued upon Government acceptance of the space to reconcile actual costs and begin payments on the amortized tenant improvements.

Upon acceptance of the TIs by the Government, the Lessor may submit for payment of the lump-sum payment. The Lessor agrees that the invoice shall be printed on the same letterhead as the Lessor named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. The invoice shall reference the number **PS0029661** and shall be sent electronically to the GSA Finance Website at <http://www.finance.gsa.gov/defaultexternal.asp>. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

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

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Lease 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

INITIALS: MPM
MAH LESSOR & MAH GOVT