

**Supplemental Lease Agreement
No. 1**

This Supplemental Lease Agreement Number 1 ("SLA No. 1") is made on July 8, 2010 by and between the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services, c/o General Services Administration, Heartland Region, 1500 East Bannister Road, Kansas City, Missouri 64131 (the "Government") and CENTERPOINT ZIMMER LLC, c/o of CenterPoint Properties Trust, 1808 Swift Drive. Oakbrook, Illinois 60523 (the "Lessor").

RECITALS:

The Government and Lessor are the Parties under United States Government Lease for Real Property (GS-06P-80028) dated June 14, 2010, between the Government, as lessee, and the Lessor, as landlord (the "Lease"). The Lease includes, but is not limited to, a Standard Form 2 ("SF-2"), Credit Lease General Clauses (Acquisition of Leasehold Interests in Real Property) (the "General Clauses"), Pertinent Portions of Solicitation for Offers 7MO2054-2 ("SFO Clauses") and an Above Standard Operations and Maintenance Rider (the "ASO&M Rider").

The defined terms set forth in the Lease are incorporated in this SLA No. 1. In addition, new defined terms are set forth in this SLA No. 1 and the same are hereby incorporated in and made a part of the Lease.

The Parties desire to supplement the Lease by this SLA No. 1, and therefore, for good and valuable consideration which each Party acknowledges receiving, the Parties agree as follows:

WITNESS:

1. **Incorporation of Recitals.** The foregoing Recitals and the attached Exhibits to this SLA No. 1 are incorporated herein by this reference.

2. **Changes Initiated by Contracting Officer.**

A. Sections 34 (Proposals for Adjustments) and 35 (Changes) of the General Clauses provide that the Contracting Officer may, by written order, make changes (individually a "Change" and if more than one, "Changes") within the general scope of the Lease. To implement the process for making Changes, a suggested template of Change Order, which the Contracting Officer may utilize in

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his sole discretion, is attached to this SLA No. 1 as **Exhibit A** consisting of four (4) pages, and the same is incorporated herein by this reference. Each Change Order shall be executed by the Contracting Officer on behalf of the Government and given as a notice from the Contracting Officer in accordance with General Clauses Section 1(o). The Contracting Officer and the Lessor shall use good faith and commercially reasonable efforts to collaborate and reach agreement on the terms and conditions of each Change Order, but the Contracting Officer retains his full authority to unilaterally order a Change pursuant to Section 35 of the General Conditions.

B. Payments required to be made by the Government to the Lessor pursuant to each Change Order shall be paid to the Acknowledged Assignee in accordance with and upon the terms set forth in any Assignment of Claims then in effect.

C. When the Lessor has completed the Change Order (or any specifically designated increments thereof), the Lessor shall notify the Contracting Officer. The Contracting Officer or designated representative shall promptly inspect the subject services, work or improvements and will accept the subject work or improvements if reasonably determined to be completed in all material respects, regardless of whether the Increment(s) affected by the subject Change Order is (or are) Substantially Complete.

D. If, during the Lessor's implementation of a Change Order, the Government orders a termination the Change Order, it shall do so by written notice of the Contracting Officer in accordance with General Clauses Section 1(o), provided that the Lessor shall be compensated for its fees and costs through the date of receiving the Change termination notice as determined to be fair and reasonable by the Contracting Officer (including any reasonable costs for winding-down and ceasing any work or services in-progress at the time of such termination, and reasonable costs for undertaking and completing necessary repairs and restorations to the Premises).

3. **Other Government Delay Costs.** If the Lessor timely issues an Off-Schedule Notice to the Government with respect to Government Delay (other than Government Delay associated with any Changes under Sections 34 and 35 of the General Clauses), and if the Contracting Officer determines the validity and extent of that Government Delay in accordance with Section 28.G. of the SFO Clauses, the Contracting Officer shall promptly give a notice of the determination to the Lessor in accordance with General Clauses Section 1(o). Government Delay under this Section 3 is herein called "Non-Change Order Government Delay."

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A. In conjunction with the determination of the Non-Change Order Government Delay under this Section 3, the Contracting Officer shall also determine the nature and extent of the adjustments that equitably shall be made to the Design and Construction as a result of the subject event of Government Delay.

B. If one or more Non-Change Order Government Delay(s) causes the Design and Construction Schedule to be modified such that portions of the Tenant Improvements cannot reasonably be completed and ready for acceptance by the Contracting Officer on or before the Delivery Date(s) for any affected Increment(s), the Contracting Officer shall in good faith make an equitable determination that the portion of Tenant Improvements so delayed shall not constitute an element of the work required to achieve Substantial Completion, as defined in Section 1(v) of the General Clauses. The Lessor shall nonetheless proceed in good faith and with reasonable diligence to complete the delayed portion of the Tenant Improvements after the Delivery Date for the affected Increment(s), and the Government shall afford Lessor and its contractors reasonable access to the Premises for the conduct and completion of such work.

C. Work, the completion of which is deferred by the Contracting Officer in accordance with Section 3.B. of this is SLA No. 1, shall nonetheless be subject to inspection and acceptance by the Contracting Officer. With respect to such deferred work, the Contracting Officer shall retain the authority under General Clauses Section 10(b) to accept such deferred work even though it may not in every respect comply with the provisions of the Lease, and to withhold an amount from Service Agreement Rent equal to the Government's cost (including all administrative overhead), as estimated by the Contracting Officer or his designee, to correct or complete the deferred work so as to bring it into complete compliance with Lease requirements. In such event, the notice and other provisions of General Clauses Section 10(b) shall be applicable.

4. **Credit to Government.** Lessor acknowledges that a credit in the amount of \$4,500,000.00 is due the Government. This credit will be processed in accordance with paragraph 9 of the SF-2.

5. **Design and Construction Schedule.** The Design and Construction Schedule bearing final approval dated of July 1, 2010 consisting of 15 pages is attached to this SLA No. 1 as **Exhibit B**, and the same is incorporated in the Lease by this reference as a replacement document under Section 11.F. of the SF-2.

6. **Notices.** If an Assignment of Claims under General Clauses Section 27 is in effect, notices by the Government under General Clauses Section 1(o) shall be given to both Lessor and the Acknowledged Assignee. As of the date of this SLA No. 1, the

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address for the current Acknowledged Assignee for purposes of notices under Section 1(o) is as follows:

Wells Fargo Bank Northwest, National Association, as Bond Trustee
299 South Main Street, 12th Floor
Salt Lake City, Utah 84111

7. **Miscellaneous.** The section headings contained in this SLA No. 1 are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provisions of this SLA No. 1. Except as set forth in this SLA No. 1, the Lease shall continue in full force and effect according to its terms, and the same is ratified and confirmed by the Parties. This SLA No. 1 shall be interpreted in accordance with Federal law and, with respect to the real property, the laws of the State of Missouri. To the extent there is a conflict between applicable Federal law and Missouri state law, Federal law shall prevail.

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IN WITNESS HEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

Witness:

By: _____

LESSOR:

CENTERPOINT ZIMMER, LLC

By: CenterPoint Properties Trust, a
Maryland Real Estate Investment
Trust, its Manager

Name:

Title:

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UNITED STATES OF AMERICA, acting by and through the Administrator of
General Services

Contracting Officer

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