

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	LEASE AMENDMENT No. 4
	TO LEASE NO. GS-06P-31008
<b>LEASE AMENDMENT</b>	
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 Realty LLC, as agent**

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 expanding the square footage and as otherwise provided in this Lease Amendment.

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 15, 2014 (such date being the "Commencement Date") as follows:

For HVAC maintenance on GSA's supplemental chillers and UPS, the Lessor will pass thru on a direct basis **\$17,893.24 annually**. This increase will be accounted for with an increase in the base cost of services and is subject to annual escalation, together with Government's reimbursement of repair costs.

The Firm Term shall be amended to be eleven (11) full calendar years following the Commencement Date. The Lessor will also provide one (1) added reserved space for trailer parking at the rate of \$145.00/space/month (1,740.00 annually). Parking is not subject to rent abatement.

Lessor has provided Government an aggregate TIA of \$48,096 per ABOA SF (135,191 square feet) totaling \$6,571,580.43. Government has spent \$12,984,013, in the aggregate, on Tenant Improvements with Government owing Lessor \$6,412,432.57 (the "TI Arreage"). Government has reimbursed Lessor \$3,139,729 of the TI Arreage. Additionally, Lessor has agreed to give Government a credit in the amount of \$150,000 with the remaining balance of \$3,122,653.60 amortized at the interest rate of 5% per annum over the Firm Term.

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 LESSOR**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity Name: \_\_\_\_\_  
Date: 10/08/2015

**FOR THE GOVERNMENT**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 10/12/15

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on December 15, 2014 through December 14, 2034. The Government may terminate this lease in whole or in part at any time after December 14, 2025, subject to the requirements herein.

- 1. Paragraph 1.01 A of the Lease is deleted and replaced with:

Office and Related Space: 151,414 rentable square feet (RSF), yielding 135,191 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st, 2, 3, 4, 6 and 7th floor(s), of the Building.

- 2. Paragraph 1.03 A of the Lease is deleted and replaced with:

The Government shall pay the Lessor annual rent, payable in monthly installments in arrears. Attachment 1 of this Lease amendment details the annual rental payments.

- 3. 1.03 B is deleted and replaced with

Government and Lessor hereby confirm the space leased by Government contains 135,191 ABOA SF (i.e., 151,414 RSF). All rent calculations (excluding the TIA, which is based on 135,191 ABOA SF) will be based on 151,414 RSF.

- 4. Paragraph 1.04 of the Lease is deleted and replaced with

The Government may terminate this Lease, in whole or in part at any time effective after the Firm Term (11 years) of this Lease, by providing not less than 90 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 rental shall accrue after the effective date of termination so long as Government has vacated the terminated space per the requirement of the Lease.

- 5. 1.06 of the Lease is deleted and replaced with

The total Tenant Improvement Allowance ("TIA") for purposes of this Lease is \$6,571,580.43 for all 151,414 RSF (plus an additional credit of \$150,000). The TIA has been used by the Government for Tenant Improvements.

- 6. Paragraph 1.09 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 30.85% percent. The Percentage of Occupancy is derived by dividing the total Government Space of 151,414 RSF by the total Building space of 490,757 RSF.

- 7. Paragraph 1.10 of the Lease is deleted and replaced with:

Lessor and Government agree the Real Estate Tax Base, as defined in the " Real Estate Tax Adjustment" paragraph of the Lease shall be equal to the 2015 Real Estate Taxes for the Property and Appurtenant Areas, which definitions shall include, without limitation the following property tax identification numbered parcels: 29-520-46-12-00-0-00-00; 29-520-46-03-00-0-00-00; 29-530-03-05-01-0-00-00; 29-520-46-09-00-0-00-00; 29-530-03-05-03-0-00-00; 29-520-46-04-00-0-00-00; 29-520-46-01-02-0-00-00 and any other parcels, land, easements or other property rights associated with the Property from time to time. Lessor and Government confirm the Property is fully assessed for Real Estate Taxes.

- 8. 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 \$5.349355 per RSF (\$809,967.24/annum).

INITIALS: CG & Kelt  
LESSOR GOVT

**LMO31008 Rent Summary - December 15, 2014 through December 14, 2034**

Year	Shell	Base Cost of Services	Tenant Improvement Allowance	Additional 1 Parking Space for tenant	Additional TI (Year 1-11)	Building Specific Amortized Capital	Annual Rent	Monthly Rent
1-3	\$ 1,287,019.00	\$809,987.24	\$328,579.02	\$1,740.00	\$389,840.58	\$8,005.75	\$2,804,951.57	\$233,745.98
4	\$ 1,324,872.50	\$809,987.24	\$328,579.02	\$1,740.00	\$389,840.58	\$8,005.75	\$2,842,805.07	\$236,900.42
5	\$ 1,382,728.00	\$809,987.24	\$328,579.02	\$1,740.00	\$389,840.58	\$8,005.75	\$2,880,658.57	\$240,054.88
6	\$ 1,400,579.50	\$809,987.24	\$328,579.02	\$1,740.00	\$389,840.58	\$8,005.75	\$2,918,512.07	\$243,209.34
7	\$ 1,438,433.00	\$809,987.24	\$328,579.02	\$1,740.00	\$389,840.58	\$8,005.75	\$2,956,365.57	\$246,363.80
8-9	\$ 1,551,983.50	\$809,987.24	\$328,579.02	\$1,740.00	\$389,840.58	\$8,005.75	\$3,089,928.07	\$255,827.17
10-11	\$ 1,627,700.50	\$809,987.24	\$328,579.02	\$1,740.00	\$389,840.58	\$8,005.75	\$3,145,633.07	\$262,136.09
12	\$ 1,627,700.50	\$809,987.24	\$328,579.02	\$1,740.00	\$0.00	\$8,005.75	\$2,775,992.51	\$231,332.71
13-18	\$ 1,703,407.50	\$809,987.24	\$328,579.02	\$1,740.00	\$0.00	\$8,005.75	\$2,851,699.51	\$237,641.63
17-20	\$ 1,779,114.50	\$809,987.24	\$328,579.02	\$1,740.00	\$0.00	\$8,005.75	\$2,927,408.51	\$243,950.54

*The first 18 months of rent are abated with the exception of the additional TI and one additional parking space.*

*Rent is abated for months 121-126 with the exception of the additional TI.*

*The rent is abated for months 181-186 with the exception of one additional parking space.*

*The rent is abated for months 229-240 with the exception of one additional parking space.*

Initials: ESG & KRW  
 Lessor & Govt

GS-08P-31008  
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