

<p align="center"><b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b></p> <p align="center"><b>LEASE AMENDMENT</b></p>	<p>LEASE AMENDMENT No. 5</p>
<p>ADDRESS OF PREMISES NNSA National Secure Manufacturing Campus 14500 Botts Road Kansas City, Missouri 64147-1302</p>	<p>TO LEASE NO. GS-06P-80028</p> <p>PDN Number: N/A</p>

**THIS AGREEMENT**, made and entered into this date by and between  
**CENTERPOINT ZIMMER, LLC**

whose address is: 1808 Swift Drive  
Oakbrook, Illinois 60523

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

**WHEREAS**, the parties hereto desire to amend the above Lease in order to establish the rent commencement date for Phase 2 consisting of building 4.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective May 15, 2013 as follows:

See attached pages 2 and 3

This Lease Amendment contains three 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: 5-1-13

FOR THE GOVERNMENT:

Signature: \_\_\_\_\_  
Name: STEPHEN M. STANBERRY  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, \_\_\_\_\_  
Date: 5-1-13

WITNESSED FOR THE LESSOR BY:

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

- A. Paragraph 2 (E) of the standard form 2, commencing on line 176 as amended in Lease Amendment No. 4 is deleted and replaced with the following:

The delivery of the stipulated square footage has been exceeded by the Lessor. For tenant occupancy and rent payment purposes the rentable square footage total for buildings 1, 2, 3 and 5 is 1,188,100 rentable square feet consisting of buildings 1 (334,200 rentable square feet, 270,845 usable square feet), 2 (748,521 rentable square feet, 626,673 usable square feet), 3 (101,859 rentable square feet, 75,998 usable square feet) and 5 (3,520 rentable square feet, 3,520 usable square feet) and the rentable square footage total for building 4 is 321,850 rentable square feet, 260,906 usable square feet. All other structures including but not limited to guard buildings, covered storage areas, wareyard areas, pads and the truck scale are included in the maximum rental paid for buildings 1, 2, 3 and 5.

Included in the rental for buildings 1, 2, 3 and 5 (Phase 1) are 2,100 surface parking spaces. Included in the rental for building 4 (Phase 2) are 310 surface parking spaces. Total parking spaces included in the rental for buildings 1, 2, 3, 4 and 5 (Phase 1 and Phase 2) is 2,410 surface parking spaces.



- B. Section 5 of the Standard Form 2 paragraph (F) as deleted and replaced in Lease Amendment No. 4 is deleted and replaced with the following:

F.  
The Government has determined that Phase 1 of the project is substantially complete and the Government accepts Phase 1 of the project in accordance with lease document H; Credit Lease General Clauses. The Parties therefore agree that the space acceptance date is November 15, 2012 and the rent commencement date is November 16, 2012 for Phase 1 (Buildings 1, 2, 3 and 5). Accordingly, annual rental payments of \$48,437,350.26 equating to monthly payments of \$4,036,445.86 for building 1, building 2, building 3 and building 5 totaling 1,188,100 rentable square feet shall commence on November 16, 2012.

For Phase 1 (Buildings 1, 2, 3 and 5), the annual rental payment of \$48,437,350.26 equates to \$40.768749 per rentable square foot (rounded). The total of \$40.768749 per rentable square foot equates to \$35.300686 per rentable square foot (rounded) for shell rent and amortization of the tenant improvement allowance and \$2.022300 per rentable square foot (rounded) for service agreement rent and \$3.445762 per rentable square foot (rounded) for Payments In Lieu of Taxes (PILOT).

The Government has determined that Phase 2 of the project is substantially complete and the Government accepts Phase 2 of the project in accordance with lease document H; Credit Lease General Clauses. The Parties therefore agree that the space acceptance date is May 15, 2013 and the rent commencement date is May 16, 2013 for Phase 2 (Building 4). Accordingly, annual rental payments of \$13,121,421.74 equating to monthly payments of \$1,093,451.81 for building 4 totaling 321,850 rentable square feet shall commence on May 16, 2013.

For Phase 2 (Building 4), the annual rental payment of \$13,121,421.74 equates to \$40.768749 per rentable square foot (rounded). The total of \$40.768749 per rentable square foot equates to \$35.300686 per rentable square foot (rounded) for shell rent and amortization of the tenant improvement allowance and \$2.022300 per rentable square foot (rounded) for service agreement rent and \$3.445762 per rentable square foot (rounded) for Payments In Lieu of Taxes (PILOT).

INITIALS  &   
LESSOR GOVT

The following table depicts rental information for Phase 1 consisting of Building 1, Building 2, Building 3 and Building 5 containing 1,188,100 rentable square feet for rent payment purposes and Phase 2 consisting of Building 4 containing 321,850 rentable square feet for rent payment purposes and the combined total of Phase 1 and Phase 2 for rent payment purposes.

For purposes of tax adjustment (if applicable in the future) the Government occupies 100% of the rentable square footage.

	Total	Phase 1	Phase 2	Rent/Square Foot
Rentable Square Feet	1,509,950	1,188,100	321,850	
Usable Square Feet	1,237,942	977,036	260,906	
Annual Rent	\$61,558,772.00	\$48,437,350.26	\$13,121,421.74	
Monthly Rent	\$5,129,897.67	\$4,036,445.86	\$1,093,451.81	
Shell Rent *	\$41,064,525.00	\$32,311,508.43	\$8,753,016.57	\$27.195950
Tenant Improvement Amortization	\$12,237,746.00	\$9,629,236.74	\$2,608,509.26	\$8.104736
Standard Operating Expenses	\$2,241,223.00	\$1,763,500.15	\$477,722.85	\$1.484303
Insurance *	\$271,791.00	\$213,858.00	\$57,933.00	\$0.180000
Building Maintenance and Reserve *	\$316,350.00	\$248,919.13	\$67,430.87	\$0.209510
Management *	\$224,208.00	\$176,417.45	\$47,790.55	\$0.148487
Payment in Lieu of Taxes	\$5,202,929.00	\$4,093,910.36	\$1,109,018.64	\$3.445762

For the Government's Internal Purposes Only:

\* Note that the shell rent identified above is not synonymous with the Government's definition of shell rent for customer occupancy agreement and rent billing purposes. The difference being that this lease is a tenant credit lease agreement and the rent components for insurance, building maintenance and reserve and management are placed in Service Agreement Rent. Thus, adding shell rate \$27.195950, insurance \$.180000, building maintenance and reserve \$.209510, and management \$.148487 equates to a figure that is synonymous with shell rent components for the GSA customer rent billing system and customer occupancy agreements.

\*\* Phase 1 consisting of 1,188,100 rentable square feet and 2,100 surface parking spaces are for occupancy agreement AMO04642,

Phase 2 consisting of 321,850 rentable square feet and 310 surface parking spaces are for occupancy agreement AMO04766,

INITIALS: JE MTC & AK  
 LESSOR & GOV'T