# GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE TO LEASE NO. GS-06P-LKS31051 LEASE AMENDMENT ADDRESS OF PREMISES: 400 State Avenue Kansas City, KS 66101-2425 PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between GPT PROPERTIES TRUST

whose address is:

255 Washington Street, Suite 300

Newton, MA 02458-1634

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

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective January 11, 2016 as follows:

# 1. LEASE TERM is hereby deleted in its entirety and replaced with the following:

"To Have and To Hold the said Premises with its appurtenances for the term beginning July 31, 2014 and continuing for a period of 10 Years, 5 Years Firm through July 30, 2024, subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA."

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: GIPT Proporties Trust	FOR THE GOVERNMENT:					
Signature: Name: Title: Plesident & COO Date: 2117 2016	Signature: Name: Title:  Case Contracting Officer GSA, Public Buildings Service, 6PRW Date:  2/3/14					

# WITNESSED FOR THE LESSOR BY:

Signature:	
Name:	
Title:	EXECUTIVE USSISTANT
Date:	2/12/14

# 2. Section 1.03 RENT AND OTHER CONSIDERATION (SEP 2013) is hereby deleted in its entirety and replaced with the following:

# "1.03 RENT AND OTHER CONSIDERATION (AUG 2011)

	FiRM TERM (7/31/14 – 1/30/16)	FIRM TERM (1/31/16 - 7/30/19)	Non Firm Term (7/31/19 - 7/30/2024
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$490,433.59	\$490,433.59	\$490,433.59
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$0.00	\$228,608.07	\$0.00
OPERATING COSTS <sup>3</sup>	\$314,885.59	\$314,885.59	\$314,885.59
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$805,319.18	\$1,033,927.25	\$805,319.18

<sup>1</sup>Shell rent calculation:

(Firm Term) \$9.590394423 per RSF multiplied by 61,138 RSF

(Non Firm Term) \$9.590394423 per RSF multiplied by 51,138 RSF

Operating Costs rent calculation: \$6.157565607 per RSF multiplied by 51,138 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$0.00.

- B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed **47,748** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- C. INTENTIONALLY DELETED
- D. INTENTIONALLY DELETED
- E. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.
- F. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration.
- G. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
  - 1. The leasehold interest in the Property described in "Paragraph 1.01, THE PREMISES" created herein;
- 2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
- 3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.
- H. INTENTIONALLY DELETED"

INITIALS: LESSOR

GOV"

<sup>&</sup>lt;sup>2</sup>The Tenant Improvement Allowance of \$800,128.25 is amortized at a rate of 0 percent per annum over 42 months.

3.	Section	1.05	<b>TERMINATION</b>	<b>RIGHTS</b>	(AUG	2011) is	hereby	deleted	in its	entirety	and	replaced	with	the
	owing:													

## "1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time, effective after the firm term of this Lease, **July 30**, **2019**, 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."

4. Section 1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011) is hereby deleted in its entirety and replaced with the following:

### "1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The date of substantial completion of the Tenant Improvements (TI) is established as January 31, 2016. The Government and Lessor agree that the final Tenant Improvement costs, including all approved change orders, is \$800,128.25.

The Tenant improvement costs of \$800,128.25 are amortized into the rent for the remaining firm term (42 months) at the rate of 0.0% as described in the Lease."

5. Section 1.04 BROKER COMMISSION AND COMMISSION CREDIT (AUG 2011) is hereby deleted in its entirety and replaced with the following:

"1.04 BROKER COMMISSION A	AND COMMISSION CREDIT	(AUG 2011)
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A. Savills Studley, Inc. (f/k/a Studley, Inc.) ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Only of the Commission, will be payable to Savills Studley, Inc. with the remaining which is the "commission credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this lease shall be reduced to recapture fully this commission credit. The reduction in shell rent shall commence with the nineteenth month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 19 Rental Payment \$67,109.93 minus prorated commission credit of equals equals adjusted 19<sup>th</sup> Month's Rent.

Month 20 Rental Payment \$67,109.93 minus prorated commission credit of equals equals adjusted 20<sup>th</sup> Month's Rent."

6. All other terms and conditions of the lease shall remain in force and effect.

NITIALS:

LESSOR

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