

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE <p align="center">April 4, 2011</p>	LEASE NO. <p align="center">GS-06P-90059</p>
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THIS LEASE, made and entered into this date by and between **Lexington LAC Lenexa, L.P., by Lexington LAC Lenexa, GP, LLC, an affiliate of Lexington Realty Trust**
 whose address is
 One Penn Plaza, Suite 4015
 New York, New York 10119

and whose interest in the property hereinafter described is that of **OWNER**

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

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 193,830 rentable square feet (RSF) of office and related space, which yields 183,069 ANSI/BOMA Office Area (ABOA) square feet of space at 11201 Renner Boulevard, Lenexa, Kansas 66219, to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are 603 on-site parking spaces for the exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on April 1, 2012 and continuing through March 31, 2022, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor monthly rent in arrears in accordance with the following table.

Months	Annualized					Total Monthly Rent
	Shell	Cost of Services	Tenant Improvement Allowance	Building Specific Security	Total Annual Rent	
1-12	\$ 233,798.50	\$ 1,035,024.00	\$ -	\$ -	\$ 1,268,822.50	\$ 105,735.21
13-60	\$ 3,355,247.30	\$ 1,035,024.00	\$ 834,611.60	\$ 153,899.60	\$ 5,378,782.50	\$ 448,231.88
61-72	\$ 3,761,303.74	\$ 1,035,024.00	\$ 834,611.60	\$ 153,899.60	\$ 5,784,838.94	\$ 482,069.91
73-120	\$ 4,307,902.24	\$ 1,035,024.00	\$ 834,611.60	\$ 153,899.60	\$ 6,331,437.44	\$ 527,619.79

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Lexington LAC Lenexa, L.P.
 One Penn Plaza, Suite 4015
 New York, New York 10119

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

LESSOR: LEXINGTON LAC LENEXA, L.P., BY LEXINGTON LAC LENEXA, GP, LLC, AN AFFILIATE OF LEXINGTON REALTY TRUST

SIGNATURE	NAME OF SIGNER
	Steven J. Spayer, Vice President

ADDRESS	
One Penn Plaza, Suite 4015, New York, New York 10119	

	NAME OF SIGNER
	UNITED STATES OF AMERICA

	NAME OF SIGNER
	S. Dennis Clemons
	OFFICIAL TITLE OF SIGNER
	Lease Contracting Officer

4. This lease may be renewed at the option of the Government, for the following terms and at the following rentals,

Months	Annualized					Total Monthly Rent
	Shell	Cost of Services	Tenant Improvement Allowance	Building Specific Security	Total Annual Rent	
121-180			\$ -	\$ -		
181-240			\$ -	\$ -		

provided notice be given in writing to the Lessor at least 365 days before the end of the original lease term or any renewal term. Said notice shall be computed commencing with the day after the date of mailing. All other terms and conditions of this lease shall remain the same during any renewal term.

5. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
- Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 9KS2054 dated October 15, 2010, as amended.
 - Build out in accordance with standards set forth in SFO 9KS2054 dated October 15, 2010, as amended, and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All tenant alterations shall be completed by the lease effective date identified under Paragraph 2 above. The lease term to be effective on the date of occupancy, if different from the date identified in Paragraph 2. The Lessor hereby waives restoration.
 - Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Lease Contracting Officer.
6. The following are attached and made a part hereof:
- Solicitation for Offers 9KS2054 dated October 15, 2010, and SFO Amendments 1-4;
 - Region 7 Headquarters Program of Requirements dated October 13, 2010;
 - GSA Form 3517B, GENERAL CLAUSES (Rev. 11/05);
 - GSA Form 3518, REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07);
 - LEED[®]-NC Scorecard;
 - LEED[®]-EBO&M Scorecard; and
 - Architectural plans.



All submissions by the Lessor in response to SFO 9KS2054 dated October 15, 2010 are incorporated by reference.

7. The Government acknowledges that the fee interest of Premises is owned by the City of Lenexa, Kansas (the "City") and that pursuant to a Lease between the City and All Services ("Services") dated May 1, 2007 the Property was leased to All Services (the "Master Lease"). Pursuant to an Assignment and Assumption of the Master Lease dated July 11, 2008 (but effective on July 16, 2008), Services assigned its interest as Tenant under the Master Lease to the Lessor. So long as the Master Lease is in full force and effect, this Lease shall be subject and subordinate to the Master Lease. The Lessor shall not seek to terminate the Master Lease during the term of this Lease without the express written consent of the Government.

The Master Lease is part and parcel of an industrial revenue bond transaction whereby the City assisted Services in financing the acquisition of the Land and the construction of the Premises by issuing Industrial Revenue Bonds (the "Bonds"). The Basic Rent, as defined in the Master Lease and payable by Tenant thereunder (i.e., Lessor) is used to service the principal and interest payments payable to the holder of the Bonds by the Trustee under that certain Trust Indenture dated May 1, 2007 (the "Indenture") by and between the City and Commerce Bank, N.A, as Trustee (the "Trustee"). So long as the Bonds are outstanding and certain other conditions are satisfied, the general ad valorem real property taxes otherwise payable with respect to the Premises, is partially abated, as more particularly set forth in that certain Payment in Lieu of Tax Agreement dated June 6, 2006, by and between the City and the Lessor (the "Pilot Agreement"). The Bonds, the Indenture, the Pilot Agreement and the Master Lease and all other documents and instruments related to the issuance of the Bonds are referred to herein collectively as the "Bond Documents". The Government acknowledges that it has received and reviewed the Pilot Agreement. The Government covenants and agrees that it will not take any action in violation of the Bond Documents or that could result in the termination thereof.

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The Lessor covenants and agrees that (i) the Lessor shall irrevocably instruct Trustee to return directly to Tenant any cash payment made by Tenant representing the interest portion of the Basic Rent under the Master Lease (ii) the Lessor shall not transfer the ownership of the Bonds to any party other than an owner of the Premises and shall not transfer the Premises to any third party without also transferring the Bonds to such party, it being the intention that at all times the owner of the Premises and the owner of the Bonds be the same, (iii) the Lessor shall not prepay or deliver Bonds for cancellation except as scheduled in the Indenture or otherwise cause the early redemption of any of the Bonds, and (iv) upon any proper exercise of the option to purchase the Premises, the Lessor shall deliver to the Trustee all remaining Bonds for cancellation (the foregoing are collectively referred to herein as "Landlord's Bond Covenants").

8. Notwithstanding the foregoing, the parties to this Lease acknowledge that to the best of their knowledge and belief that no provision in the Master Lease conflicts with this Lease nor will any provision in the Master Lease preclude the Lessor from performing according the standards set forth under this Lease, nor will any provision of the Master Lease prevent the Government's quiet enjoyment of the premises according the terms of this Lease.

9. The Lessor shall promptly execute the extension of the Master Lease with the City of Lenexa for a period to cover not less than 20 years from the date of the Government's occupancy (the full term governed by this Lease including renewal options). The Lessor's failure to timely execute the extension shall constitute a default by the Lessor under this Lease.

10. The Lessor shall immediately commence with the final design and construction of the Shell expansion necessary to provide the total space requirement in accordance with the conceptual drawings and submittals provided to the Government. The Government shall be permitted 15 days to review and comment on the construction drawings prior to their submission to the local authority for construction permitting.

11. The Lessor agrees to carry out such improvements and implement such operating procedures as may be necessary to achieve LEED® for Existing Buildings: Operations & Maintenance (LEED®-EBO&M) Platinum rating as part of the Shell rent. Work shall be in accordance with the Lessor's LEED®-EBO&M Scorecard, which is attached and made a part hereof. The Government agrees to cooperate with the Lessor with respect to building operations as necessary to achieve the LEED®-EBO&M Platinum rating as requested in the Lessor's offer submissions. The Lessor shall maintain the LEED®-EBO&M Platinum rating throughout the life of the Lease as part of the rental consideration. Periodic recertification shall be performed by the Lessor according to the US Green Building Council's stated intervals.

12. The Lessor agrees to pursue LEED® for New Construction (LEED®-NC) Gold rating as part of the building expansion, Shell preparation and Tenant Improvement work. Work shall be in accordance with the Lessor's LEED®-NC Scorecard, which is attached and made a part hereof. Only costs associated with the Government's Tenant Improvements shall be at additional cost to the Government and shall be funded through the Tenant Improvement Allowance. The Government agrees to cooperate with the Lessor with respect to the Tenant Improvements as necessary to achieve the LEED®-NC Gold rating as requested in the Lessor's offer submissions.

13. The Lessor shall make commercially reasonable efforts to achieve the standards set forth by the Energy Independence and Security Act of 2007 for federal buildings.



14. The Government's acceptance of work performed by the Lessor under this Lease, when based upon the Lease Contracting Officer's subjective opinion of the work, shall not be unreasonably withheld or delayed. Work required to achieve an objective standard shall not be approved by the Lease Contracting Officer unless the standard is met.

15. The Lessor shall annually consult with a tenant representative identified by the Lease Contracting Officer to review the performance of the Property Manager and Property Management Company and shall work with the Government to resolve problems or replace the Property Manager and/or Property Management Company if, in the reasonable opinion of the Government, the Property Manager's or Property Management Company's performance is inadequate.

16. In accordance with the SFO paragraph 3.3, *Tenant Improvement Rental Adjustment*, the Tenant Improvement Allowance in the total amount of \$8,346,116.00 (183,069 ABOA SF x \$45.59) shall be amortized through the rent for 120 months at the rate of 0%. The total annual cost of Tenant Improvements for the amortization period shall be \$834,611.60 and is fully abated for the first year of the lease in accordance with the table in paragraph 3 above. In accordance with the Lessor's offer, reconciliation of the Tenant Improvement Allowance shall result in abated rent at the beginning of the lease term equal to the amount of the Tenant Improvement Allowance returned to the Lessor by the Government, in lieu of a decrease in rent according to the amortization rate over the firm term.

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Likewise, Building Specific Security costs in the total amount of \$1,538,996.00 shall be amortized through the rent for 120 months at the rate of 0%. The total annual cost of Building Specific Security for the amortization period shall be \$153,899.60 and is fully abated for the first year of the lease in accordance with the table in paragraph 3 above.

17. In accordance with the SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.05878 (193,830 RSF/183,069 ABOA SF).

18. In accordance with the SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 100%.

19. Both parties to the Lease acknowledge the Payment in Lieu of Taxes (PILOT) Agreement between the Lessor and the City of Lenexa. The Lessor shall not pay off the Industrial Revenue Bonds on the facility prior to the scheduled expiration date of the PILOT Agreement on December 31, 2017; nor shall the Lessor take any other action that may result in the early termination of the PILOT Agreement in order to avail the Government of the full benefit of the tax abatement provided for by the PILOT Agreement. Otherwise, the Lessor shall not be entitled to tax escalations until after the scheduled expiration date.

Until the maturity and expiration of the PILOT Agreement, SFO paragraph 4.2, *Tax Adjustment*, shall apply to the rates established under the PILOT Agreement plus those attributable to the building expansion. The Real Estate Tax Base for escalations shall be \$116,062.00. The base year for escalations shall be 2012. Notwithstanding the foregoing, during the term of the PILOT Agreement, any appeals or contests shall be conducted in accordance with the terms set forth in SFO paragraph 4.2; provided, however, in the event that the Government desires to appeal or contest taxes, such appeal or contest shall be conducted by Lessor and/or Lessor representatives.

Tax escalations immediately following the first (partial) year of the Government's occupancy shall be paid on a pro rata basis and only upon the PILOT rates for the term of the Government's occupancy. Higher rates billed to the Lessor as a result of the prior tenant's tenancy shall be excluded from Government paid tax escalations.

Upon the maturity and expiration of the PILOT Agreement, the Real Estate Tax Base for escalations shall be re-established as \$844,380.00. The base year for subsequent escalations shall be re-established as 2018. The Shell rate established in the table in paragraph 3 above includes this amount.

20. In accordance with the SFO paragraph 4.3, *Operating Costs*, base for operating costs adjustment is established as \$1,035,024.00 per annum (\$5.65/ABOA SF).

21. In accordance with the SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$2.00 per ABOA SF for vacant space (rental reduction). The Government acknowledges that any reduction in rent pursuant this paragraph shall be applied only to the vacated space.

22. In accordance with the SFO paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$20.00 per hour per wing. For the purpose of overtime utilities, a wing shall be any of the (4) 2-story sections of the building or the 1-story expansion at the south end running east from the main north/south core area. The maximum possible overtime charge for the building is \$100.00 per hour (5 wings x \$20.00 per hour per wing).

23. Pursuant to SFO paragraph 4.14, *Novation and Change of Name*, in the event that the Lessor requests to transfer ownership of the property, the Government's approval will not be unreasonably withheld. The Government shall respond to the Lessor's written request for a change of ownership within 30 days or the Lessor's request shall be deemed approved by the Government.



24. Pursuant to SFO paragraph 5.10, *Indoor Air Quality During Construction*, subparagraph D. is hereby amended to state, "Using commercially reasonable efforts ..." in lieu of, "To the greatest extent possible ..."

25. Pursuant to SFO paragraph 8.14, *Telecommunications: Local Exchange Access*, the Government shall seek the Lessor's prior approval before installing any equipment on the roof, which approval shall not be unreasonably withheld or delayed. The Lessor reserves the right to oversee the work being performed on the roof by the Government or any of its contractors.

26. Pursuant to SFO paragraph 9.9, *Hazardous Materials*, the Government agrees not to introduce any hazardous materials in accordance with applicable federal, state, and local environmental regulations.

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27. SFO paragraph 9.12, *Mold*, subparagraph C. is hereby amended to state, "... the Government may reasonably direct ..." in lieu of, "... the Government may direct ..."

28. General Clauses paragraph 2, *Subletting And Assignment*, is hereby amended to include, "It would be reasonable for the Lessor to withhold its consent in the event that the proposed assignee does not possess a senior unsecured debt rating of AA by both Moody's and Standard & Poors."

29. General Clauses paragraph 16, *Default By Lessor During the Term*, subparagraph (a)(1) is hereby amended as follows:

"Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided any such failure shall remain uncured for a period of thirty (30) days next following Lessor's receipt of notice thereof from the Contracting Officer or an authorized representative or if such default is of such a nature that it cannot be completely remedied within such (30) day period, then no default shall have occurred so long as Lessor commences and thereafter diligently prosecute the cure and completes the cure within a reasonable period of time under the circumstances after such original written notice of default by the Government to Lessor."

30. General Clauses paragraph 19, *Alterations*, is hereby amended to state, "... to make non-structural alterations and attach trade fixtures or signs in or upon the premises ..." in lieu of, "... to make alterations, attach fixtures, and erect structures or signs in or upon the premises ..."

31. This lease shall be governed by Federal law, including without limitation the Contract Disputes Act, Federal Tort Claims Act and the Tucker Act.

32. The Lessor shall be entitled to condemnation proceeds allocable to the property arising as a result of any taking of the Premises by any public or quasi-public use, by right of eminent domain or otherwise, or should the Premises be sold in lieu of condemnation. The Government shall be entitled to any condemnation proceeds which are allocated to the relocation of the tenant by the condemning entity.

33. Notwithstanding any provisions to the contrary, Lessor shall not be required to provide any services to the Government or the Government's employees, guests or visitors that, if performed by Lessor, would constitute "impermissible tenant services" within the meaning of Section 856(d)(7) of the Internal Revenue Code of 1986, as amended, or any successor thereto. Any such services shall be performed at Government's sole expense by an individual or entity that qualifies as an "independent contractor" within the meaning of Section 856(d)(7) of the Internal Revenue Code of 1986, as amended, or any successor thereto. The Government shall pay the cost of any such services directly to the independent contractor. Notwithstanding the foregoing, Lessor remains obligated to provide the services expressly set forth in this Lease.

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