

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-06P-90059	DATE FEB 24 2012	PAGE 1 of 3
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ADDRESS OF PREMISES
11201 RENNER BOULEVARD, LENEXA, KANSAS 66219

THIS AGREEMENT, 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**

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

WHEREAS, the parties hereto desire to amend the above Lease to provide for the reduction of space and the extension of the firm term as set forth below.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective January 25, 2012, as follows:

1. The planned expansion of the building and the associated space thereof as offered by the Lessor in response to the Government's Solicitation for Offers is hereby terminated.
2. Paragraph 1 of the Lease is deleted and replaced with the following:

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

A total of 169,585 rentable square feet (RSF) of office and related space, which yields 160,001 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.

3. Paragraph 2 of the Lease is deleted and replaced with the following:

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the earlier of November 1, 2012 or upon acceptance of the space by the Government as substantially complete and continuing through October 31, 2027, subject to termination and renewal rights as may be hereinafter set forth.

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

SIGNATURE	[REDACTED]	LEXENEXA, L.P., BY LEXINGTON LAC LENEXA, GP, LLC, AN AFFILIATE OF LEXINGTON REALTY TRUST	
		NAME OF SIGNER Steven J. Spayer, Vice President	<i>Joseph S. Bonventre</i>

ADDRESS	One Penn Plaza, Suite 4015, New York, New York 10119		
IN THE PRESENCE OF (SIGNATURE)	<i>VINCENT GIOE</i>	NAME OF SIGNER	<i>Vincent Gioe</i>

[REDACTED]	UNITED STATES OF AMERICA		
	NAME OF SIGNER	S. Dennis Clemons	
	OFFICIAL TITLE OF SIGNER	Lease Contracting Officer	

4. Paragraph 3 of the Lease is deleted and replaced with the following:

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	\$ 167,180.42	\$ 949,415.00	\$ -	\$ -	\$ 1,116,595.42	\$ 93,049.62
13-60	\$ 2,792,976.28	\$ 949,415.00	\$ 486,296.40	\$ 102,599.73	\$ 4,331,287.41	\$ 360,940.62
61-72	\$ 3,137,896.17	\$ 949,415.00	\$ 486,296.40	\$ 102,599.73	\$ 4,676,207.30	\$ 389,683.94
73-120	\$ 3,654,486.66	\$ 949,415.00	\$ 486,296.40	\$ 102,599.73	\$ 5,192,797.79	\$ 432,733.15
121-180	\$ 3,856,415.06	\$ 949,415.00	\$ 486,296.40	\$ 102,599.73	\$ 5,394,726.19	\$ 449,560.52

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

5. Paragraph 4 of the Lease is deleted and replaced with the following:

This Lease may be renewed at the option of the Government, for the following terms and at the following rentals, provided notice be given in writing to the Lessor at least 365 days before the end of the original Lease 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.

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

6. Paragraph 16 of the Lease is deleted and replaced with the following:

In accordance with the SFO paragraph 3.3, Tenant Improvement Rental Adjustment, the Tenant Improvement Allowance in the total amount of \$7,294,446.00 (160,001 ABOA SF x \$45.59) shall be amortized through the rent for 180 months at the rate of 0%. The total annual cost of Tenant Improvements for the amortization period shall be \$486,296.40 and is fully abated for the first year of the Lease in accordance with the table in paragraph 4 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.

Likewise, Building Specific Security costs in the total amount of \$1,538,996.00 shall be amortized through the rent for 180 months at the rate of 0%. The total annual cost of Building Specific Security for the amortization period shall be \$102,599.73 and is fully abated for the first year of the Lease in accordance with the table in paragraph 4 above.

7. Paragraph 17 of the Lease is deleted and replaced with the following:

In accordance with the SFO paragraph 4.1, Measurement of Space, the common area factor is established as 1.0599 (169,585 RSF/160,001 ABOA SF).

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INITIALS:  
 LESSOR GOVT

8. Paragraph 19 of the Lease is amended as follows:

... The Real Estate Tax Base for escalations shall be \$76,532.00. The base year for escalations shall be 2012. ...

... Upon the maturity and expiration of the PILOT Agreement, the Real Estate Tax Base for escalations shall be re-established as \$765,319.49. The base year for subsequent escalations shall be re-established as 2018. The Shell rate established in the table in paragraph 4 above includes this amount.

9. Paragraph 20 of the Lease is deleted and replaced with the following:

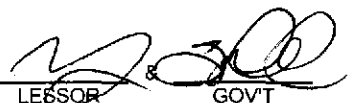
In accordance with the SFO paragraph 4.3, Operating Costs, base for operating costs adjustment is established as \$949,415.00 per annum (\$5.93/ABOA SF).

10. Paragraph 22 of the Lease is deleted and replaced with the following:

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. The maximum possible overtime charge for the building is \$80.00 per hour (4 wings x \$20.00 per hour per wing).

- end -

INITIALS:


LESSOR & GOVT