

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-06P-LMO41016
ADDRESS OF PREMISES: 4241 NE 34 th Street Kansas City, MO 64117-3120	PDN Number: N/A

THIS AGREEMENT, made and entered into this date by and between **Government Properties Income Trust LLC**

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 to establish the Commencement Date of the lease along with applicable termination rights.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective August 14, 2015 as follows:

1.) SECTION 1.01, THE PREMISES (SUCCEEDING) (SEP 2013), of the Lease is hereby deleted in its entirety and replaced with the following:

"1.01 THE PREMISES (SUCCEEDING) (SEP 2013)

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

A. **Office and Related Space:** 87,993 rentable square feet (RSF), yielding 83,304 ANSI/BOMA Office Area (ABOA) square feet (SF) consisting of 73,505 ABOA SF (77,642.44 RSF) of office space and 9,799 ABOA SF (10,350.56) RSF of warehouse space located on the 1st floor of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

This Lease Amendment contains 2 pages.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR

Signature: _____
Name: David M. Blackman
Title: President and Chief Operating Officer
Entity Name: _____
Date: Sept 3, 2015

FOR THE GOVERNMENT

Signature: _____
Name: Katherine Swan
Title: Lease Contracting Officer
GSA, Public Buildings Service, 6PRW
Date: 9/9/15

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: Account Assistant
Date: Sept. 3, 2015

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.0562878. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses."

2.) The LEASE TERM paragraph on page 1 of the lease is hereby deleted in its entirety and replaced with the following:

"TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on September 25, 2015 and continuing for a period of 15 years, 7 years firm, expiring September 24, 2030, subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA."

3.) SECTION 1.03.A., RENT AND OTHER CONSIDERATIONS, of the Lease is hereby deleted in its entirety and replaced with the following:

"A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM (9/25/15 - 9/24/22)	NON FIRM TERM (9/25/22 - 9/24/25)	NON FIRM TERM (YEARS 9/25/25/ - 9/24/30)
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$1,099,912.50	\$1,143,909.00	\$1,231,902.00
OPERATING COSTS ²	\$600,241.00	\$600,241.00	\$600,241.00
TOTAL ANNUAL RENT	\$1,700,153.50	\$1,744,150.00	\$1,832,143.00

¹Shell rent calculation:

(Firm Term) \$12.50 per RSF multiplied by 87,993 RSF

(Non Firm Term) \$13.00 per RSF multiplied by 87,993 RSF

(Non Firm Term) \$14.00 per RSF multiplied by 87,993 RSF

²Operating Costs rent calculation: \$6.8214631 per RSF multiplied by 87,993 RSF"

4.) Section 1.05, TERMINATION RIGHTS, of the Lease is hereby deleted in its entirety and replaced with the following:

"The Government may terminate this Lease, in whole or in part, at any time, effective after the firm term of this Lease, September 24, 2022, 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."

5.) Section 1.17, BUILDING IMPROVEMENTS, of the Lease is hereby deleted in its entirety and replaced with the following:

"1.17 BUILDING IMPROVEMENTS (SEP 2012)

The Lessor shall complete the following additional Building improvements upon request by the Government. The Lessor shall submit a construction schedule for Contracting Officer approval prior to proceeding with the Building Improvements.

A. All Building HVAC Systems and Lighting (interior and exterior) shall be controlled by a lessor-installed (Shell) Building Automated Control System. System shall exclude the existing Data Center.

B. All light fixtures in the Building shall be replaced with LED fixtures (Shell).

C. Lessor shall provide the following cyclical improvements (Shell) within 60 days following lease commencement:

1. Re-paint all interior walls
2. Re-paint building exterior
3. Re-carpet premises

6.) All other terms and conditions of this lease shall remain in full force and effect.

INITIALS:

MB
LESSOR

&

JD
GOVT