

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-06P-LKS31051
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.

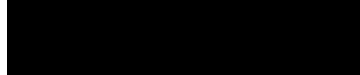
All other terms and conditions of the lease shall remain in force and effect.

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

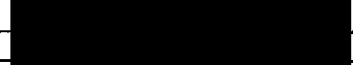
FOR THE LESSOR: *GPT Properties Trust*

FOR THE GOVERNMENT:

Signature: 
Name: *Dennis M. Blackman*
Title: *President & COO*
Date: *2/17/2016*

Signature: 
Name: *[Redacted]*
Title: *Lease Contracting Officer*
GSA, Public Buildings Service, 6PRW
Date: *2/3/16*

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: *[Redacted]*
Title: *EXECUTIVE ASSISTANT*
Date: *2/17/16*

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 ¹	\$490,433.59	\$490,433.59	\$490,433.59
TENANT IMPROVEMENTS RENT ²	\$0.00	\$228,608.07	\$0.00
OPERATING COSTS ³	\$314,885.59	\$314,885.59	\$314,885.59
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$0.00	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$805,319.18	\$1,033,927.25	\$805,319.18

¹Shell rent calculation:

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

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

²The Tenant Improvement Allowance of \$800,128.25 is amortized at a rate of 0 percent per annum over 42 months.

³Operating Costs rent calculation: \$6.157565607 per RSF multiplied by 51,138 RSF

⁴Building 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'T

