


<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. <u>2</u>
	TO LEASE NO. <u>GS-06P-90059</u>
ADDRESS OF PREMISES <u>11201 RENNER BOULEVARD, LENEXA, KANSAS 66219</u>	PDN Number:

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 make certain amendments to the terms of the lease as set forth below.


NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective December 12, 2012, as follows:

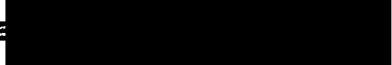
- A. Use of the GSA Form 276, Supplemental Lease Agreement, has been discontinued. All references in the Lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment".
- B. The Lessor shall provide Work necessary to achieve the two (2) LEED-EB O+M credits associated with Water Efficiency Credit 3.3 (Water Efficient Landscaping—Reduce Potable Water Use by 100%) at no additional cost to the Government. The Work is defined as the completion of Alternate #9 as specified in Addendum #2 the first page of which is dated April 13, 2012, and the remainder of which is dated April 8, 2012, issued by the Lessor's Architect incorporating an Irrigation Plan drawing issued March 23, 2012, and consisting of fifteen (15) pages attached hereto and made part of this Lease Amendment, contingent only upon receipt of any required permits and approvals. If the required permits or approvals are not secured by the Lessor, the Lessor shall implement an alternative landscaping plan of equivalent value, as approved by the GSA Lease Contracting Officer.


This Lease Amendment contains 17 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:

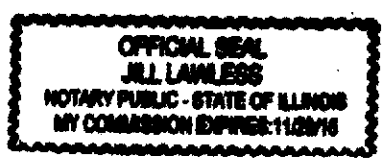
Signature:   
Name: \_\_\_\_\_  
Title: Vice President  
Entity Name: Lexington LAC Lenexa L.P.  
Date: 01/15/13

FOR THE 

Signature:   
Name: D. Dennis Clements  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, West Leasing Services Branch  
Date: 1/19/13

WITNESSED FOR THE LESSOR BY:

Signature:   
Name: Jill Lawless  
Title: Listing Coordinator  
Date: 1-15-13



C. In exchange for the consideration in Paragraph B above, General Clauses Paragraph 17 is hereby deleted and replaced with the following:

**17. 552.270-7 FIRE AND CASUALTY DAMAGE (DEC 2012)**

If the entire premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government in its reasonable discretion, the Lessor shall restore the premises within 270 days of such fire or other casualty and the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. Nothing in this lease shall be construed as relieving the Lessor from liability for damage to or destruction of property of the United States of America caused by the willful or negligent act or omission of the Lessor.

D. The Government hereby extends the time permitted for the Lessor to achieve LEED-EB O+M Platinum certification to 24 months, which is not later than October 31, 2014.

INITIALS:

  
LESSOR

  
GOVT