

## SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 5	TO LEASE NO. GS-05B-18302	DATE 6/14/12	PAGE 1 of 2
ADDRESS OF PREMISES 233 N. Michigan Avenue, Chicago, IL 60601			

THIS AGREEMENT, made and entered into this date by and between: **HUB Properties Trust**, whose address is: 255 Washington Street, Newton, MA 02458-2094

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

WHEREAS, the parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **December 1, 2010** as follows: Supplemental Lease Agreement No.5 is issued to amend the original Lease Agreement to establish the occupancy date and establish the monthly/annual rental rate. All other terms and conditions remain the same.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective December, 1 2010 as follows:

*Paragraph 2 is hereby amended to establish the effective occupancy date as follows:*

2. To have and to hold the said premises with their appurtenances will be leased for a term of ten (10) years, ten (10) years firm for the term beginning December 1, 2010 and continuing through November 30, 2020, subject to any renewal rights that may be hereinafter set forth.

The Government may not terminate Lease No. GS-05B-18302 prior to November 30, 2020.

*Paragraph 3 is hereby amended to establish the effective rent rate as follows:*

3. The Government shall pay the Lessor rent in accordance with the terms specified in Lease No. GS-05B-18302. Because Tenant Improvement build-out was not completed by the date of beneficial occupancy, or December 1, 2010, the Government shall withhold payment of amortized Tenant Improvements until the work is completed by the Lessor and accepted by the Government. The Government has established that the Lessor shall complete construction of all Tenant Improvements to the office space prior to December 1, 2012. Payment of Tenant Improvements shall be included in the rent upon completion of Tenant Improvement construction and acceptance of the leased space by an authorized Government official, and shall be enumerated in a Supplemental Lease Agreement to follow.

The rent on December 1, 2010 is as follows:

Year 1\*

\$790,249.26 annual rent/\$65,854.10 per month in arrears/\$4.29 per rentable square foot  
(shell rent = \$1.75/rsf, operating cost = \$1.17/rsf, real estate taxes = \$1.37 sf)

Years 2 through 5

\$4,741,495.54 annual rent / \$395,124.63 per month in arrears / \$25.76 per rentable square foot  
(shell rent = \$10.57/rsf, operating rent = \$7.03/rsf, real estate taxes = \$8.16 sf)

Years 6 through 10

\$5,109,579.55 annual rent / \$425,798.30 per month in arrears / \$27.76 per rentable square foot  
(shell rent = \$12.57/rsf, operating rent = \$7.03/rsf, real estate taxes = \$8.16 sf)

*\*NOTE: Year 1 Rent is net of ten (10) months of full-service rent abatement. Also the rates above do not reflect amortized Tenant Improvement costs. Actual Tenant Improvement costs shall be amortized back into the lease rate over the remaining term of the lease upon completion and acceptance of the construction of the leased space.*

In Section 3.2 of SFO No. GS-05B-18302; TENANT IMPROVEMENTS INCLUDED IN OFFER; the Lessor agrees to provide up to \$49.95 per ANSI/BOMA Office Area square foot toward the cost of the tenant improvements. In the event the tenant improvement cost is less than that amount, Lessor agrees, as outlined in Section 3.3 TENANT IMPROVEMENT RENTAL ADJUSTMENT, that the actual tenant improvement costs shall be amortized back into the lease rate using an 0.00% amortization rate over the remaining term of the lease. The Government and Lessor agree that the final Tenant Improvement costs will be stated in a Supplemental Lease Agreement. Rent checks shall be made payable to: HUB Properties Trust, whose address is 255 Washington Street, Newton, MA 02458-2094.

INITIALS: \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVT

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

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

LESSOR: HUB PROPERTIES TRUST

SIGNATURE

*David M. Lepore*

NAME OF SIGNER

Two Newton Place  
255 Washington Street  
Suite 300

David M. Lepore  
Senior Vice President

ADDRESS

Newton, MA 02458  
IN PRESENCE OF

SIGNATURE

*Elizabeth Burnham*

NAME OF SIGNER

Two Newton Place  
255 Washington Street  
Suite 300  
Newton, MA 02458

Elizabeth Burnham

ADDRESS

UNITED STATES OF AMERICA

SIGNATURE

*Chair Jones*

NAME OF SIGNER

OFFICIAL TITLE OF SIGNER

Chair Jones  
LEASING CONTRACTING  
OFFICER