

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

2/11/11

LEASE NO.

LCO14580

THIS LEASE, made and entered into this date by and between HUB PROPERTIES TRUST

whose address is 255 WASHINGTON ST
NEWTON, MA 02458-2094

and whose interest in the property hereinafter described is that of **OWNER**

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

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

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

A total of 72,595 rentable square feet (RSF) of office and related space, which yields 63,267 ANSI/BOMA Office Area square feet (USF) of space on 4th floor (partial), 5th floor (entire), 6th floor (entire), and 7th floor (entire) of the building located at Seventeenth Street Plaza, 1225 17th Street, Denver, Colorado 80202-5598 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 seventeen (17) reserved, structured parking spaces for the exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on December 11, 2010 through December 10, 2015, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Year	Shell	Base Cost of Services	Tenant Improvement Allowance	Building Specific Security Costs	Total Annual Rent	Total Monthly Rent
1-5	\$ 1,916,606.32	\$ 485,009.00	\$ -	\$ -	\$ 2,401,615.32	\$ 200,134.61

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

HUB Properties Trust
c/o REIT Management & Research LLC
Two Newton Place
255 Washington Street, Suite 300
Newton, MA 02458-2094
Attn: Jennifer B. Clark

4. The Government may terminate this lease in whole or in part at any time after the third (3rd) lease year by giving at least one hundred twenty (120) days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Any partial space released by the Government shall be marketable, as reasonably determined by the parties. Said notice shall be computed commencing with the day after the date of mailing.

LESSOR

SIGNATURE HUB PROPERTIES TRUST

D. M. Lepore

NAME OF SIGNER

Dana M. Lepore

ADDRESS

Two Newton Place, 255 Washington St, Suite, 300, Newton, MA

IN THE PRESENCE OF (SIGNATURE)

Jacquelyn S. Anderson

NAME OF SIGNER

Jacquelyn S. Anderson

UNITED STATES OF AMERICA

SIGNATURE

Demetra Chavez

NAME OF SIGNER

DEMETRA CHAVEZ

OFFICIAL TITLE OF SIGNER

CONTRACTING OFFICER

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STANDARD FORM 2 (REV. 12/2006)
Prescribed by GSA - FPR (41 CFR) 1-16.60

5. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
 - A. The seventeen (17) parking spaces described in Paragraph 1 and parking spaces required by local code.
 - B. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 9CO2255 and its attachments.
 - C. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.
6. The following are attached and made a part hereof:
 - A. Solicitation for Offers 9CO2255 (Pages 1-35, dated 8/23/2010);
 - B. Amendment 1 to SFO 9CO2255 (Pages 1-4, dated 01/03/2011);
 - C. Offer Clarifications to SFO 9CO2255 (Pages 1-4, dated 01/10/2011);
 - D. GSA Form 3517 entitled GENERAL CLAUSES (Pages 1-2, Rev. 11/05)
 - E. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Pages, 1-7, Rev. 1/07)
 - F. [REDACTED] Special Requirements (Pages 1-72)
 - G. Exhibit A – Base Plans
 - H. Small Business Subcontracting Plan
7. In accordance with SFO paragraph 4.1, *Measurement of Space*, the common area factor is established as 1.147 (72,595 RSF / 63,267 USF).
8. In accordance with SFO paragraph 4.2, *Tax Adjustment*, the percentage of Government occupancy is established as 10.84% (72,595 RSF / 669,670 RSF). The real estate tax base is established at \$325,964.20 (\$3,006,935.00 x 0.1084).
9. In accordance with SFO paragraph 4.3, *Operating Costs Base*, the escalation base is established as \$485,009.00 per annum.
10. In accordance with SFO paragraph 4.4, *Adjustment for Vacant Premises*, the adjustment is established as \$1.50/USF for vacant space (rental reduction) for a partial floor. In the event that the Adjustment for Vacant Premises would be applied to an entire floor, an entire floor plus partial space an alternate floor, or for the entire leased premises, the established rate is \$2.50/USF.
11. In accordance with SFO Paragraph 4.6, *Overtime Usage*, the rate for overtime usage is established as \$158.96 per hour beyond the normal hours of operation of 7:00 AM to 6:00 PM. Areas requiring 24/7 HVAC shall be separately metered and directly billed to the Government.
12. Cleaning services requiring access to the Government's leased space shall be performed in accordance with SFO paragraph 4.8, *Janitorial Services*.
13. If, during the term of this lease including extensions, title to this property is transferred to another party either by sale, foreclosure, condemnation or other transaction, the Lessor (transferor) shall promptly notify the Contracting Officer of said transfer. The following information shall accompany this notification:
 - A. A certified copy of the deed transferring title to the property from the Lessor to the new owner.
 - B. A letter from the new owner assuming, approving, and agreeing to be bound by the terms of this lease.
 - C. A letter from the Lessor waiving all rights under this Lease against the Government up to the effective date of the transfer.
 - D. The new owner's tax identification number (TIN#) or social security number.
 - E. The new owner's DUNS#
 - F. The new owner's full legal name. If a corporation, indicate the state of incorporation. If a partnership, list all parties fully. If a limited partnership, list all general partners and identify under the laws of which state the limited partnership is created. If a realty trust, give names of all trustees and the recording date of the trust.
 - G. A Novation Agreement.
 - H. The new owner must provide a new GSA Form 3518.

The foregoing information must be received by the fifteenth day of the month in which the transfer of title will be affected. The rent for that month, adjusted in accordance with the effective date of the transfer will be processed to the Lessor. Initial rental payment, including the applicable portion of rent for the month during which the transfer occurred, to the new owner will be processed on the first day of the month following the transfer of title. If the notification of transfer and related information is not received until the sixteenth day of the month (or later), in which the transfer of title will be affected, the full contract rental for that month will be forwarded to the Lessor. In any

instance, failure to submit the documentation required for transfer of title will result in a stop payment of rent until such time as all documentation is received by the Contracting Officer.

14. Wherever the words "offeror" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "solicitation for offers", or "SFO" appear in this lease, they shall be deemed to mean "this lease"; wherever the words "space offered for lease" appear in this lease, they shall be deemed to mean "leased premises."
15. The Lessor shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the officers or employees of the U.S. General Services Administration or personnel authorized by the Contracting Officer.
16. Within 5 days of lease execution, the Lessor shall provide the tenant agency representative (with a copy forwarded to the GSA Government Representative), on site, a copy of the name and phone number of maintenance personnel in order that any cleaning, maintenance, janitorial, etc. problems can be taken care of immediately.
17. This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implied, shall be admissible to contradict the provisions of this lease. Wherever there is a conflict between the SF-2 and the SFO, the SF-2 and Offer Clarifications to SFO 9CO2255 shall take precedence.
18. [REDACTED] shall be provided by the Lessor in accordance with SFO paragraph 10.18, [REDACTED] Requirements. The cost is included in the shell rate.
19. The Lessor is a not tax-exempt corporate entity and does not meet the definition for a small business consideration. The Tax Identification Number is [REDACTED]. The DUNS number is [REDACTED]. The signatory authority for Lessor is David M. Lepore.
20. In accordance with SFO paragraph 2.3, Broker Commission and Commission Credit, CB Richard Ellis, Inc. ("CBRE") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and CBRE have agreed to a cooperating lease commission of [REDACTED] per rentable square foot for the firm term of this lease ("Commission"). The total amount of the Commission is [REDACTED]. This Commission is earned upon confirmation of Lease award and shall be paid within thirty (30) days of receipt of the invoice from CBRE. Due to the Commission Credit described in Paragraph 2.3, only [REDACTED], which is [REDACTED] percent of the Commission, will be payable to CBRE when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the shell rental portion of the annual rental payments due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured.

First month's rental payment of \$200,134.61 minus the prorated commission credit of [REDACTED] equals [REDACTED] (adjusted first month's rent).