

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 3	DATE 9/6/2012
	TO LEASE NO. GS-03B-11316	

ADDRESS OF PREMISE
 Bank of America Building, Tower II
 100 South Charles Street
 Baltimore, MD 21201-2527

PDN NO: PS0023149

THIS AGREEMENT, made and entered into this date by and between

Hub Properties Trust

whose address is c/o REIT Management & Research LLC
 Two Newton Place
 255 Washington Street, Suite 300
 Newtown, 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 commence rent.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective June 14, 2012, as follows:

- A. Paragraph 1 of Standard Form 2 of the lease is hereby deleted in its entirety and the following text is inserted in lieu thereof :
 "1. The Lessor hereby leases to the Government the following described premises:
 20,050 Rentable Square Feet yielding 17,902 ANSI/BOMA Office Area square feet and related space located on the 6th floor, at the Bank of America Building, Tower II, located at 100 South Charles Street, Baltimore, MD 21201-2527, and 4 reserved structured parking spaces located at 25 South Charles Street, Baltimore, MD 21202-3330, to be used for such purposes as determined by the General Services Administration."

- B. Paragraph 2 of Standard Form 2 of the lease is hereby deleted in its entirety and the following text is inserted in lieu thereof :
 "2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on June 14, 2012 through June 13, 2022, subject to termination and renewal rights as may be hereinafter set forth."

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 above date.

LESSOR: Hub Properties Trust

BY _____
 (Signature)

David M. Lepore
 Senior Vice President

 (Title)

IN THE PRESENCE OF _____

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

 (Address)

UNITED STATES OF AMERICA

BY _____

Contracting Officer

 (Official Title)

Initials: _____
 Lessor Government

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C. Paragraph 6 of Standard Form 2 of the lease is hereby deleted in its entirety and the following text is inserted in lieu thereof :

"6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

A. All services, utilities, maintenance, operations, and other considerations as set forth in this lease.

B. The Lessor and the Broker have agreed to a cooperating lease commission of [redacted] of the firm term value of this lease. The total amount of the commission is [redacted]. The Lessor shall pay the Broker no additional commission associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [redacted] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [redacted]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease 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 as indicated in this schedule for adjusted Monthly Rent;

First Month's Shell Rental Payment of \$20,417.58 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent,

Second Month's Shell Rental Payment of \$20,417.58 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month's Rent,

Third Month's Shell Rental Payment of \$20,417.58 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Third Month's Rent,

The Fourth Month's Rental Payment shall commence in full.

D. Paragraph 13 of the Rider to Lease is hereby deleted in its entirety and the following text is inserted in lieu thereof :

"13. Effective June 14, 2012 the Government shall pay the lessor annual rent in accordance with the following schedule:

Years 1 through 10:

The total annual rent of \$475,784.54 breaks down as follows:

Shell Rent \$245,011.00 per year or \$12.22 per Rentable square foot (RSF),)

Amortized annual cost for Tenant Improvements Allowance: \$80,605.34 per year
(Interest rate at which Tenant Alterations are amortized: 4.00%)

Amortized annual cost for Building-Specific Security: \$3,001.20 per year
(Interest rate at which Tenant Alterations are amortized: 4.00%)

Annual Cost of Services: \$147,167.00 per year or \$7.34 per Rentable square foot (RSF), plus accrued escalations per Paragraph 4.3, "Operating Costs",

Parking: \$0.00 per year or \$0.00 per space/annually

Rent shall be paid in arrears. Rent for a lessor period shall be prorated. Rent checks shall be payable to:

Hub Properties Trust
Two Newton Place
255 Washington Street, Suite 300
Newtown, MA 02458-1634."

Initials:

A
Lessor

JH
Government

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E. This Supplemental Lease Agreement (SLA) formally and officially issues Notice to Proceed in the amount of \$759,077.46 for [redacted] tenant improvements. This includes the initial Notice to Proceed in the amount of \$710,706.58; change orders 1-11 totaling \$47,908.67; and overtime during the relocation in the amount of \$462.21. This amount is final and costs shall not exceed this amount.

The total Tenant Improvement of \$759,077.46 is to be paid as follows, \$663,450.27 amortized in the rent at an interest rate of 4% over 10 years, \$2,682.48 paid in accordance with SLA #2, and the balance of \$92,944.71 to be paid via a one-time lump sum payment. All lump sum payments shall be paid upon inspection and acceptance by the Government of the said alterations.

The Lessor hereby waives restoration as a result of all improvements.

Upon completion of the work, the Lessor shall notify the contracting officer to arrange for an inspection. After inspection and acceptance of the work by the Government, a properly executed invoice shall be submitted at:

<http://www.finance.gsa.gov>

- OR -

a properly executed original invoice shall be forwarded to:

General Services Administration
Greater Southwest Region (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

If invoicing either electronically or by mail, a copy of the invoice must also be mailed to the Contracting Officer at:

GSA, Public Buildings Service
Real Estate Acquisition Division (3PRSB)
20 North Eighth Street, 8th Floor
Philadelphia, PA 19107-3191
Attn: Jessica Herring

For an invoice to be considered proper, it must:

- ◆ Be received after the execution of this SLA,
- ◆ Reference the Pegasys Document Number (PDN) specified on this form (PS0023149),
- ◆ Include a unique, vendor-supplied, invoice number,
- ◆ Indicate the exact payment amount requested, and
- ◆ Specify the payee's name and address. The payee's name and address must EXACTLY match the Legal
- ◆ Business Name or DBA associated with it in Central Contractor Registration (CCR) for the DUNS included above.

Payment will be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

Initials:

 M
Lessor

 JH
Government

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GSA FORM 276 (REV. 7-67)