STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES FPR (41 CFR) 1-16.601

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE anuar

GS-05B-18307

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

whose address is

Hub Acquisition Trust 400 Centre Street Newton MA 02458

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 consideration hereinafter mentioned, covenant and agree as follows:

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

10,207 rentable square feet which yields 8,876 ANSI/BOMA office area square feet in the 330 South Second Avenue building, Suite 395 - 6.885 RSF and Suite 565 - 3,322 RSF located at 330 Second Avenue South, Minneapolis, Minnesota as described in Exhibit A - Legal Description attached hereto and twenty-three (23) structured garage parking spaces. Three (3) of the parking spaces will be reserved and provided in the on-site parking garage in the lower level and twenty (20) of the spaces will be unreserved and provided at the Gateway Ramp located at 400 South 3rd Street. The twenty-three (23) structured garage parking spaces shall be provided as a part of the rental consideration.

Said premises to be used for such general office purposes as determined by the General Services Administration.

- TO HAVE AND TO HOLD the said premise with their appurtenances for a term of seven (7) years, thirty-six (36) months firm beginning the date the leasehold improvements constructed by the Lessor are substantially complete and accepted by the Government, subject to termination rights as hereinafter set forth. The date of the substantial completion is within sixty (60) working days after receiving the Notice to Proceed from the Government with the Tenant Buildout. Estimated date of substantial completion is February 1st, 2010.
- The Government shall pay the Lessor annual rent as follows:

Years 1-3 \$372,555,50 Years 4-5 \$281,509.06 Years 6-7 \$287,837.40

Term Years	Shell per RSF	Base Operating Cost per RSF	Amortized Tenant Improvement Allowance per RSF	Amortized Building- Specific Security per RSF	Rate per RSF	Annual Rent	Monthly Rent Payable in Arrears
1-3	\$23.63	\$6.74	\$5.80	\$0.33	\$36.50	\$372,555.50	\$31,046.29
4-5	\$20.84	\$6.74	\$0.00	\$0.00	\$27.58	\$281,509.06	\$23,459.09
6-7	\$21.46	\$6.74	\$0.00	\$0.00	\$28.20	\$287 837 40	\$23,986,45

Rent for a lesser period shall be prorated. Rent shall be made payable to:

Hub Acquisition Trust 400 Centre Street Newton, MA 02458

Tax Identification Number

The term of this lease shall be for seven (7) years, thirty-six (36) months firm. The Government may terminate this lease in whole or for either Suite 395 or 565 in their entirety at anytime after the thirty-sixth (36th) month of the lease by giving at least ninety (90) days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

This lease may be renewed at the option of the Government, for the following terms and at the following rentals: provided notice be given in writing to the Lesser at least _____ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing

Page 1 of 2

INITIALS:

GOVERNMENT

2

- The Lessor shall furnish to the Government, as part of the rental consideration, the following: All cleaning, services, utilities, maintenance, space improvements, parking and Special Requirements as specified in the attached Solicitation for Offer, GS-05B-18307, and other requirements attached to this lease as described in the following Paragraph 7. THIS IS A FULLY SERVICED LEASE.
- The following are attached and made a part hereof: Attachment A, Paragraphs 9-29 - 2 Pages Solicitation for Offers (SFO) – GS-05B-18307 – 47 Pages Amendment No. 1 dated May 19th, 2009 – 1 Page Exhibit A, Legal Description - 1 Page Exhibit B, Floor Plans - 2 Pages Form B, Document Security - 2 Pages Form 3517B, General Clauses - 34 Pages Form 3518, Representations and Certifications - 7 Pages

Also, as part of the rental consideration, the Lessor shall meet all responsibilities and obligations as defined in the Solicitation for Offers No. GS-05B-18307 and other Attachments to the lease referenced in this Paragraph 7.

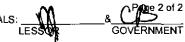
- The following changes were made in this lease prior to its execution:
 - Amendment 1 dated May 19th, 2009 was issued to modify Solicitation for Offers (SFO) GS-05B-18307 Section 1.4 Offer Due Date (AUG 2008).

PARAGRAPH 5 WAS DELETED IN ITS ENTIRETY WITHOUT SUBSTITUTION

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written. **Devid M. Leporc** Senior Vice President **Chief Operating Officer** 400 Centre Street IN PRE Newton, MA 02458 UNIT Contracting Officer STANDARD FORM 2 FEBRUARY 1985 EDITION

COMPUTER GENERATED FORM (10/91)

APPROVED BY GSA / IRMS 12-89



- 9. The date of this lease is the date this contract was executed as a result of the Government's acceptance of the Lessor's Final Proposal Revision submitted by the Lessor on October 13th, 2009 under SFO GS-05B-18307. This lease reflects the terms and conditions of the accepted Final Proposal Revision.
- 10. The actual lease effective date shall be established by Supplemental Lease Agreement after substantial completion and acceptance of the space by the Government. The lease will then be in effect for seven (7) years, thirty-six (36) months firm. The anniversary date for annual escalations and operating cost adjustments shall be adjusted to coincide with any revised, actual commencement date.
- 11. The total square footage referred to in Paragraph 1, Standard Form 2, is the total amount of space under lease by the Government. If the actual amount of space exceeds usable square feet, there will be no additional cost to the Government.
- In accordance with Paragraph 4.1 Measurement of Space of SFO GS-05B-18307, the common area factor is established as 1.15.
- 13. For the purpose of computing Operating Cost adjustments in accordance with Paragraph 4.3 of Solicitation for Offers GS-05B-18307, this lease has a cost of services base of \$68,806 based on 10,207 rentable square feet per annum.
- 14. For the purpose of computing Real Estate Tax adjustments in accordance with Paragraph 4.2 of Solicitation for Offers GS-05B-18307, it is agreed that the Government occupies 5.18% of the Building (197,100 RSF) of which the Government shall pay taxes when they exceed the base year of \$21,692 (5.18% of \$418,756) budgeted for taxes per GSA Form 1217, signed September 16th, 2009. The property ID number and metes and bounds are: 23-029-24-33-0012.

Lots 49 to 55 INCL AUD AUD SUBD No 156 and Lot 1 AUD SUBD No 80 INCL ADJ vacant alleys

- 15. Lessor agrees to provide \$20.00 per usable square foot for 8,876 USF of Tenant Improvement Allowance (\$20.00 x 8,876 usf = \$177,520 at 0% interest over three (3) years = \$177,520 or \$59,173.33 annually). In the event that the tenant improvement cost is less than the amount provided above, Lessor agrees to refund such difference in the form of a reduction to base rent using a discount rate of 0%. The refund shall be a credit to base rent equally amortized for Years 1 through 3 of the term. In the event the tenant improvement cost exceeds the Tenant Improvement Allowance of \$20.00 per ANSI BOMA square foot, the overage shall be amortized at a rate of 10.5% per Annum or be reimbursed via a lump sum payment.
- 16. The building-specific security cost of \$9,975 for shatter-resistant window protection is amortized as follows: \$9.975 for thirty-six (36) months at 0% interest rate or \$0.33 per RSF
- 17. Fees applicable to tenant improvements shall not exceed:

General Conditions – 5% General Contractor – 10% Architectural/Engineering – 5% Lessor Project Management Fee – 5%

- 18. Lessor shall perform alterations to the space according to approved layout drawings. The Lessor will complete alterations within 60 working days after receiving the Notice to Proceed from the Government. (Please refer to Form B, Document Security Form, for procedures that must be followed in reference to Government drawings.) Occupancy may occur earlier if the space is completed, the Lessor has an occupancy permit, and GSA has inspected and accepted the space and it is free of safety hazards.
- 19. Lessor shall provide "as-built" drawings within 14 working days of occupancy of the space. An AutoCAD CD with the name of the building identified and all layers identified to access the respective drawings will also be provided per SFO Paragraph 5.13 of this lease. The Lessor and Government will agree upon the method of providing "as-built" drawings after Construction Drawings are completed.
- 20. The hourly rate for overtime HVAC per SFO is established as \$45.00 per hour with a two (2)-hour minimum. Normal building hours are established as 6:00 a.m. to 6:00 p.m., Monday through Friday.
- 21. In accordance with Paragraph 4.4 of Solicitation for Offers GS-05B-18307, the Adjustment for Vacant Space is \$0.70 per ABOA (usable) square feet per year in the event the Government vacates either Suite 395 or Suite 565 in their entirety. No rental adjustment shall be provided for any partial vacation of either Suite 395 ot 565.

STANDARD FORM 2, ATTACHMENT A GS-05B-18307 PAGE 2 OF 2

- 22. Lessor shall provide janitorial service within Tenant's space during tenant working hours to be mutually agreed to by Lessor and Tenant, Monday through Friday; except Federal Holidays.
- 23. Information regarding Electronic Funds Transfer Payment Methods is provided in Paragraph 24, 552.232-76, General Clauses, Form 3517B. Per the Debt Collection Improvement Act, effective July 27, 1996, Electronic Funds Transfer (EFT) shall be required on all existing and new lease contracts after January 1, 1998. An enrollment form is attached to be completed and returned with this contract.
- 24. The Lessor is not a small business, not a woman-owned business or a veteran-owned small business concern and a small business subcontracting plan has been provided. Lessor is controlled by a common parent. The name and Tax Identification Number is HRPT Properties Trust, Its DUNS number is 008079126.
- 25. Lessor shall complete the Central Contractor Registration (CCR) as referenced in Paragraph 11 of the Representations and Certifications, Form 3518, as a requirement for payment of rent by the Government.
- 26. In accordance with Paragraph 2.3 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of per rentable square foot per year of the firm term of this lease ("Commission"). The total amount of the Commission is amount of the Commission is earned upon lease execution and payable (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. Due to the Commission Credit described in Paragraph 2.3, only which is the commission of the Commission ("Commission Credit"), which is credited to the Government as follows:

The shell rental portion of the annual rental payments (\$241,191.41 / 12 months = \$20,099.28 per month) 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 as indicated in the following schedule of adjusted Monthly Rent:

Month	1:	\$31,046.29 minus prorated Commission Credit of			
		adjusted First Month's Rent			

- 27. All questions pertaining to this Lease shall be referred to the Contracting Officer of General Services Administration (GSA) or their designee. The Government occupant is not authorized to administer this lease, and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or authorized In writing by Contracting Officer or their designee. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to: repairs, alterations and overtime services. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.
- 28. It is agreed by the parties hereto that all the terms and conditions of this Lease as expressly contained herein represent the total obligations of the Lessor and the Government. Any agreements, written or oral, between the Lessor and Government prior to the execution of this Lease are neither applicable nor binding. This agreement may be amended only by written instrument executed by the Lessor and the Government.
- 29. The Contracting Officer represents the General Services Administration (GSA) as an agent with authority to enter into this lease on behalf of the Government and executes this document in his/her official capacity only and not as an individual.

NITIALS: 10 & COVERNMENT