

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

**U.S. GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE

3-30-2009

LEASE NO.

GS-05B-18148

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

HUB PROPERTIES TRUST

whose address is **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:

Office space consisting of 25,640 usable square feet (31,409 rentable), plus 1 on site parking space, on the third floor of the North Point Tower building at 1001 Lakeside Avenue, Cleveland, Ohio 44114, as shown on the attached block plan, "Exhibit A," to be used for such purposes as determined by the General Services Administration. All parking costs are included in the rent to be paid to the Lessor.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a ten (10) year term beginning the date the leasehold improvements constructed by the Lessor are substantially completed and accepted by the Government, subject to termination and renewal rights, if any, as may be hereinafter set forth. The date of substantial completion is estimated to be July 1, 2009.

3. The Government shall pay the Lessor annual rent of

Years 1-10: \$758,841.44, at the rate of \$63,236.79 per month in arrears based on a rate of \$29.60 per BOMA Usable Square Foot (\$24.16 per rentable square foot).

The operating expense portion of rent is subject to annual escalations as outlined in Paragraph 13 below. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

**HUB PROPERTIES TRUST
400 CENTRE STREET
NEWTON, MA 02458**

4. The Government may terminate this lease at any time on or after the **FIFTH YEAR** of the lease by giving at least **120** 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.

5. ~~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 Lessor 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~~

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

All cleaning services, utilities, maintenance, space improvements as specified in the attached Solicitation For Offers (SFO) GS-05B-18148 and other documents attached to this lease as described in paragraph 7 below.

7. The following are attached and made a part hereof:

- (A) U.S. Government Lease Continuation Sheet, consisting of 3 pages;
- (B) Proposal to Lease Space Rider Offer Clarifications, consisting of 2 pages;
- (C) Exhibit A (Block Plan), consisting of 1 page
- (D) Attachment #1, Document Security Form, consisting of 3 pages
- (E) SFO GS-05B-18148, consisting of 42 pages;
- (F) SFO GS-05B-18148, Amendment #1 consisting of 1 page;
- (G) GSA Form 3517B (Rev 11/05) consisting of 33 pages;
- (H) GSA Form 3518 (Rev 1/07), consisting of 7 pages;
- (I) GSA Form 3516A (Rev 12/03) consisting of 6 pages

8. The following changes were made in this lease prior to its execution:
Paragraph 5 has been deleted in its entirety.

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

LESSOR: **HUB PROPERTIES TRUST**

[Redacted Signature]

David M. Laporte
Senior Vice President

(Signature)

IN PRESENCE OF:

[Redacted Name]

400 Centre Street
Newton, MA 02458

(Address)

UNITED STATES OF AMERICA

BY

Contracting Officer

(Official title)

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9. The date of this lease is the date this contract was formed as a result of the Government's acceptance of the Lessor's Best and Final Offer dated February 25, 2009, submitted by the Lessor under SFO No. GS-05B-18148. This lease reflects the terms and conditions of the accepted Best and Final Offer.

10. The actual lease effective date, if different from that established in Paragraph No. 2 shall be established by Supplemental Lease Agreement after substantial completion and acceptance by the Government. The lease will then be in effect for ten years total, five years firm. The anniversary date for annual escalations and operating cost adjustments shall be adjusted to coincide with any revised, actual commencement date.

11. Lessor shall not construct alter, remove, or add to the lease area without prior notification and approval from the General Services Administration (the contracting officer, or contracting officer's designated representative).

12. The total net usable square foot area referred to in Paragraph No. 1 is subject to adjustment but may not be less than the Solicitation For Offers minimum of 25,600 net usable square footage, nor more than the 25,640 net usable square footage offered. Should there be any adjustments in the usable square footage delivered that has been determined through mutual field measurement, the per annum rental referred to above shall be adjusted on the basis of \$29.60 per usable square foot per annum for years 1-10 of the lease. The lease shall be amended by Supplemental Lease Agreement after the actual field measurement to establish the square footage and rental in compliance with the terms of the lease. In the event the actual amount of space exceeds 25,640 usable square feet, there will be no additional cost to the Government.


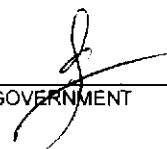
13. The lessor's tax identification number is [REDACTED]. The lessor's DUNS number is [REDACTED]. The parcel numbers for the building are 102-01-0 09 and 102-01-011.

14. For the purpose of computing operating cost adjustments in accordance with SFO GS-05B-18148 Paragraph No. 3.7, the first year's base cost is hereby established as \$173,907.00 or \$6.79 per usable square foot, \$5.54 per rentable square foot.

15. For the purpose of computing real estate tax adjustments in accordance with SFO GS-05B-18148, Paragraph No. 3.4, it is agreed that the Government occupies 5.32% of the building of which the Government will pay its share of taxes when they exceed the base year.

16. If overtime HVAC is required, the hourly rate will be \$86.00 per hour.

17. The Lease Common Area Factor is 1.225 (31,409 rentable square feet divided by 25,640 usable square feet).

INITIALS:  _____ &  _____
LESSOR GOVERNMENT

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18. The Lessor agrees to provide a Tenant Improvement Allowance up to \$22.92 per net usable square foot ($\$22.92 \times 25,640 = \$587,662.39$) toward the cost of tenant improvements. Any tenant improvement cost that exceeds \$22.92 per net usable square foot will be amortized at a rate of 10% per annum, or paid via lump sum payment. In the event that the tenant improvement cost is less than the amount provided above, Lessor agrees to refund such difference in a form of reduction of base rent using a 0.0% discount rate. The refund will be a credit of base rent equally amortized throughout the firm term (Years 1-10) of the lease. The Government will not be responsible for payment of any unamortized costs should the Government terminate the lease after the firm term.

19. If the property housing the leased premises is sold or transferred the following information is required before the Government can acknowledge the successor in interest and change the pay ee for rent or other payments.



- (I) Evidence of the transfer of title.
- (II) A letter from successor - lessor (transferee) assuming, approving, and adopting the lease and agreeing to be bound by its terms.
- (III) A letter from prior lessor (transferor) waiving all rights against the United States of America, except unpaid rent through a specified date, usually the date of ownership transfer.
- (IV) The IRS tax identification number for the new owner.

Where leased premises are transferred by death of lessor, a copy of the letters of administration where there is no will, showing the lessor(s), is required. Unless an interim court order is received, rents will be accrued and paid to the new owner(s) upon final settlement of the estate.

20. The Contracting Officer represents the General Services Administration as an agent with the authority to enter into this Lease on behalf of the Government and executes this document in his or her official capacity only, and not as an individual.

21. All questions pertaining to this Lease should be referred to GSA Contracting Officer or his/her designee. The Government occupant is not authorized to administer this Lease. The Government assumes no responsibility for any costs incurred by Lessor except if provided by the terms of this Lease or authorized in writing by GSA Contracting Officer or his/her designee.

22. The Lessor shall control the dissemination of Sensitive But Unclassified information contained in the Solicitation for Offers, design standards, space programming documents, construction drawings and any other sources of information relating to the Government occupancy, as established in Lease Attachment No. 1, "Document Security Form". The Lessor shall issue the Document Security Form, acquire required documentation and verify information prior to disseminating any Sensitive But Classified information. In addition, the Lessor shall maintain a file of Document Security Forms issued and received in conjunction with this project.

INITIALS:  _____ &  _____
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23. In accordance with Paragraph No. 1.13 (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 [REDACTED] of the firm term value of this lease, ("Commission"). The total amount of the Commission is [REDACTED]. This 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, which shall be hereby agreed to as [REDACTED], only [REDACTED], which is [REDACTED] of the Commission, will be payable to Studley when the Lease is awarded. The remaining [REDACTED], which is [REDACTED] of the Commission ("Commission Credit"), shall be credited to the Government as a credit 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 each month until fully recaptured.



24. The name of the officer of HUB Properties Trust authorized to execute leases, thereby binding HUB Properties Trust is as follows:

David M. Lepore – Senior Vice President.

25. The estimated Occupancy Date is July 1, 2009. Lessor and Government shall develop a mutually agreeable construction schedule as further described in SFO Section Nos. 3.16 and 3.17. The estimated date of substantial completion shall be modified by Supplemental Lease Agreement (SLA) upon approval of the Construction Schedule. SFO No. GS-05B-18148, Section 3.12 Liquidated Damages shall not apply unless space is not substantially complete within 90 days of the modified date of substantial completion, as established in the aforementioned SLA.

26. Lessor and Government mutually agree that Lease No. GS-05B-16949 shall terminate upon commencement of this Lease No. GS-05B-18148.

27. All terms and conditions of this Lease as expressly contained herein represent the total obligations of Lessor and Government. Any agreements, written or oral, between the Lessor and Government prior to the execution of this Lease are not applicable or binding. This agreement may be amended only by written instrument executed by both Government and Lessor.

INITIALS:  _____ &  _____
LESSOR GOVERNMENT