

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 2	TO LEASE NO. GS-06P-11001	DATE SEP 12 2012	PAGE 1 of 2
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ADDRESS OF PREMISES
1285 Fern Ridge Parkway, Second Floor, Creve Coeur, MO 63141-4402

THIS AGREEMENT, made and entered into this date by and between **Hub Properties Trust**

whose address is ~~c/o Reit Management & Research LLC~~
~~400 Centre Street~~ **255 Washington St.**
~~Newton, MA 02458-2094~~ **1637**

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

WHEREAS, the parties hereto desire to authorize a change to the construction specifications documents, approve Tenant Improvement (TI) Costs and to provide invoicing instructions for lump sum build-out costs for the above Lease

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

1. The Government provided Smith Group project manual and specifications dated August 31, 2011, page 16110-7, "Conduit, Wireways, and Accessories" section B, requires the following conduit type:

"Install rigid steel conduit or intermediate metal conduit unless otherwise indicated or specified. Install flexible steel conduit in dry locations...."

2. The Government hereby waives the above requirement and replaces it with the attached specification for Southwire Armorlight Type MC Cable Isolated Ground lightweight interlocking cable, Attachment A.

3. It is the Lessor's responsibility to warranty the product for twenty (20) years and provide five annual inspections, Attachment B. Any issues that arise due to the MC Cable are at the sole cost to the lessor. Additionally, a \$15,000 credit toward the TI costs has been provided to the Government as stated herein.

4. By correspondence dated November 10, 2011, the Government issued a Notice to Proceed for TI totaling \$1,122,894.75. That amount is reduced by the above-mentioned credit of \$15,000 to \$1,107,894.75. Of that amount, \$371,471.20 will be paid in a lump sum payment in accordance with the Prompt Payment Act upon proper receipt of the invoice. The remaining TI cost of \$736,423.55 will be amortized in the rent over the initial ten (10) years at nine (9) percent interest.

Upon completion, inspection, and acceptance of the work as substantially complete by the Lease Contracting Officer or his/her representative, and submission of a proper invoice, the Government shall pay the Lessor a lump sum payment in the amount of \$371,471.20 for build-out costs of the TI.

(See page 2 and Attachments A and B attached hereto and made a part hereof.)

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

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

LESSOR: Hub Properties Trust

SIGNATURE 	Two Newton Place 255 Washington Street Suite 300	NAME OF SIGNER David M. Lepore Senior Vice President
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ADDRESS Newton, MA 02458	
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IN THE PRESE 	NAME OF SIGNER Elizabeth Burnham
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UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, PBS/REALTY SERVICES DIVISION

S 	NAME OF SIGNER Valerie H. Waldmeier
	OFFICIAL TITLE OF SIGNER Lease Contracting Officer

Payment is contingent upon receipt of a proper invoice, which shall include:

- Name of the Lessor, which must appear exactly as shown on the Lease.
- Invoice date.
- **GSA PDN # PS0022130 noted at top of invoice.**
- Lease contract number (GS-06P-11001), Supplemental Lease Agreement Number (SLA 1), and address of leased premises.
- Description, price, and quantity of property and services actually delivered or rendered.
- "Remit to" address.
- Name, title, phone number, and mailing address of person to be notified in the event of a defective invoice.

Invoice must be either submitted on company letterhead or signed by the person with whom the lease is made.

The **original** invoice must be sent directly to the GSA Finance Office at the following address:

General Services Administration
FTS and PBS Payment Division
P.O. Box 17181
Fort Worth, TX 76102

A **copy** of the invoice must be provided to the following address:

General Services Administration
Attn: Valerie Waldmeier, Lease Contracting Officer
East Leasing Services (Code 6PRE)
1500 East Bannister Road
Kansas City, MO 64131
Fax: 816-926-1140

5. The Lessor hereby waives restoration as a result of all improvements.
6. All other terms and conditions of the Lease shall remain in full force and effect.

INITIALS: *M* & *W*
 Lessor Government

Lease No. GS-06P-11001
SLA No. 2