

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 1

DATE

6/1/10

TO LEASE NO.
GS-05B-18148

ADDRESS OF PREMISES

North Point Tower
1001 Lakeside Avenue
Cleveland, Ohio 44114

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

whose address is HUB PROPERTIES TRUST
400 CENTRE STREET
NEWTON, MA 02458-2094

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

WHEREAS, the parties hereto desire to amend the above Lease by establishing the Lease Commencement Date and Lease Term, revising the rent to reflect final tenant improvements costs, and establishing the final commission and credit.

NOW THEREFORE, these parties for the consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective June 1, 2010, as follows:

1. U.S. GOVERNMENT LEASE FOR REAL PROPERTY; STANDARD FORM 2; Paragraph No. 2; is deleted in its entirety and replaced with the following.

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on June 1, 2010, and continuing for a term of 10 years, 5 years firm, expiring May 31, 2020."

CONTINUED ON PAGES 2 AND 3 ATTACHED

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

IN PRESENCE



TB

SENIOR VICE PRESIDENT

(Title)

400 Centre St Newton MA 02458

(Address)

UNITE

ION

BY

Contracting Officer

(Official Title)

2. U.S. GOVERNMENT LEASE FOR REAL PROPERTY; STANDARD FORM 2; Paragraph No. 3; is deleted in its entirety and replaced with the following.

"3. The Government shall pay the Lessor annual rent of

Years 1-10: \$722,053.95, at the rate of \$60,171.16 per month in arrears based on a rate of \$28.16 per BOMA Usable Square Foot (\$22.99 per rentable square foot). Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

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

The operating expense and real estate tax portion of rent are subject to annual escalations as outlined in Paragraphs 14 and 15 below."

3. U.S. GOVERNMENT LEASE FOR REAL PROPERTY; STANDARD FORM 2; Paragraph No. 4; is deleted in its entirety and replaced with the following.

"4. The Government may terminate this lease at any time on or after **May 31, 2015** 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. U.S. GOVERNMENT LEASE FOR REAL PROPERTY; STANDARD FORM 2; Paragraph No. 18; is deleted in its entirety and replaced with the following.

"18. The final cost of tenant improvements is \$219,787.46 which has been amortized at 0.0% for 120 months and included in the rent (\$.70/RSF/Year). The Government will not be responsible for payment of any unamortized costs should the Government terminate the lease after the firm term.

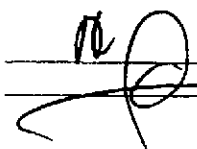
6. U.S. GOVERNMENT LEASE FOR REAL PROPERTY; STANDARD FORM 2; Paragraph No. 23; is deleted in its entirety and replaced with the following.

"23. In accordance with Paragraph 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, inclusive of [REDACTED] already paid, with a net balance of [REDACTED] to the Broker. 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, beginning in the first month and continuing as follows:

First Month's Rental Payment \$60,171.16 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's rent.

Second Month's Rental Payment \$60,171.16 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's rent."

Lessor _____ (initials & date)
Government _____ (initials & date)



7. The premises was substantially completed on October 1, 2009 and the Government proceeded to take occupancy. However, the Lease Commencement Date is June 1, 2010 due to the Lessor's and Government's reconciliation of all costs owed or due from July 1, 2006 through and including May 31, 2010 under Lease No. GS-05B-16949 and occupancy under GS-05B-18148 prior to Lease Commencement Date. The Lessor agrees to reimburse the Government for the overpayment totaling \$135,489.27 under Lease No. GS-05B-16949 and occupancy under GS-05B-18148 prior to Lease Commencement Date. The Lessor shall issue a lump sum payment to the "General Services Administration", within the 60 days following commencement of this lease agreement. Lease No. GS-05B-16949 is terminated effective May 31, 2010.

END

Lessor _____ (initials & date)
Government _____ (initials & date)

