

DATE OF LEASE

12/11/13

LEASE NO
GS-05B-18058

THIS LEASE, made and entered into this date by and between GPT Properties Trust

whose address is Two Newton Place
255 Washington Street, Suite 300
Newton, MA 02458-1634

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:
 - A. 7,910 Rentable Square Feet (RSF) of office and related space, which yields 6,879 ANSI/BOMA Office Area square feet (ABOA) of space located at 330 South 2nd Avenue, Minneapolis, Minnesota 55401-0221. Block A which is Suite 402A for [REDACTED] consists of 6,076 rentable square feet of space equating to 5,284 usable square feet. Block B which is Suite 402B for the [REDACTED] consists of 1,834 rentable square feet equating to 1,595 usable square feet.
 - B. One (1) structured and reserved parking space is included in the rental rate for [REDACTED].
 - C. In accordance with Paragraph 4.1 of the SFO, entitled "Common Area Factor", the common area factor is established as 1.15% (7,910 RSF / 6,879 ABOA).
2. TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on **April 1, 2014** through **March 31, 2024**, subject to termination and renewal rights as may be hereinafter set forth.
3. The Government shall pay the Lessor annual rent in accordance with the following table:

| Year | Shell | Real Estate Taxes | Base Cost of Services | Tenant Improvement Allowance | Total Annual Rent | Total Monthly Rent |
|------|--------------|-------------------|-----------------------|------------------------------|-------------------|--------------------|
| 1-5 | \$65,456.92 | \$16,373.37 | \$54,183.50 | \$67,510.51 | \$203,524.30 | \$16,960.358+ |
| 6-10 | \$119,283.13 | \$16,373.37 | \$54,183.50 | \$0 | \$189,840.00 | \$15,820.00 |

CPI and tax adjustments continue throughout the term of the lease.

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers and General Clauses. Rent for a lesser period shall be prorated. Rent checks shall be made payable to the name and address reflected in the SAM database which is:

GPT Properties Trust
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4. The Government may terminate this lease, in whole, by block, or in part at any time after the firm term of 60 months by giving at least sixty (60) days written notice to the Lessor, and no rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

INITIALS: [Signature] & [Signature]
LESSOR & GOVERNMENT

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 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~~

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

- A. All services, maintenance and other operations as set forth elsewhere in this lease.
- B. All responsibilities and obligations as defined in the Solicitation for Offers Number **GS-05B-18058** and other attachments to the Lease referenced in Paragraph 7 of this SF-2 form.

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

- A. U.S. Government Lease For Real Property, SF-2 (Pages 1-2);
- B. Attachment A Paragraphs 9- 32 (Pages 1-3);
- C. Solicitation for Offers (SFO No. GS-05B-18058 Dated January 30, 2012) (Pages 1-53);
- D. [REDACTED] Special Requirements (Pages 7);
- E. [REDACTED] Special Requirements (Pages 1);
- F. Amendment 1 (Pages 1-2);
- G. Amendment 2 (pages 1-4);
- H. Amendment 3 (Page 1);
- I. Amendment 4 (Page 1);
- J. Amendment 5 (Page 1);
- K. Amendment 6 (Page 1);
- L. Form 3517 B, General Clauses-Version 11/05 (Pages 1-48);
- M. Form 3518A, Representations and Certifications-Version 1/07 (Pages 1-4);
- N. Exhibit 'A', Legal Description of the Premises (Page 2);
- O. Exhibit 'B', Blockplan of both [REDACTED] (Page 1)

8. The following changes were made in this lease prior to its execution:

Paragraph 5 of this SF-2 was deleted in its entirety.

Paragraphs 9 through 32 have been added.

SFO Paragraphs 1.1 amended; SFO 1.4 amended; SFO 2.2 deleted; SFO 3.1 amended; SFO 3.2 amended; SFO 3.4 amended; SFO 3.5 amended; SFO 3.6 added; SFO 4.5 amended; SFO 8.8 deleted and replaced in its entirety.

In addition [REDACTED] Special Requirements was amended to delete the need for a fire suppression system in the LAN room.

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

David M. Blackman
President and Chief Operating Officer

(Signature)


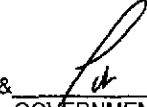
Two Newton Place
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Suite 300
(Address)
Newton, MA 02458

Lease Contracting Officer

9. The lease dates in paragraph 2 are estimated dates and will be adjusted accordingly for a 10 year lease once the space is accepted by the Government as complete and ready for beneficial occupancy in accordance with the Paragraph 1.3 of the SFO subject to termination and renewal rights as may be hereinafter set forth.
10. The total ABOA referred to in Paragraph 1 of the SF-2 herein is subject to an adjustment with the actual number of ABOA delivered to be determined by mutual field measurements in accordance with provisions of Paragraph 4.1 in the SFO. However, it is mutually agreed that the total ABOA may not exceed the maximum limitation of **6,879** as stated in Paragraph 1.1 of the SFO as amended by SFO Amendment No. 2.
11. For the purpose of computing Operating Cost adjustments in accordance with Paragraph 4.3 of the SFO, the base cost of services in accordance with Paragraph 4.3 of the SFO is **\$6.85** per RSF per annum for 7,910 RSF. The total operating costs are established as **\$54,183.50** per year.
12. The lease is subject to real estate tax adjustments. For the purpose of computing the real estate tax adjustments in accordance with terms of Paragraph 4.2 of the SFO, it is agreed that the Government's percentage of occupancy is **4.00%** (7,910 RSF / 197,758 RSF). The real estate tax base is established as **\$409,579.50** based on the 2012 bill and a 3% adjustment for the anticipated date of this commencement of this lease anticipated to be late 2013 or early 2014. From the negotiated rental rate, **\$2.07** rsf. is appropriated for the payment of taxes.
13. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, adjustment to the rental rate for vacant premises will be **\$1.15** per ABOA.
14. Overtime Usage: Pursuant to Paragraph 4.6, "Overtime Usage," upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal building service hours (**6:00 a.m. – 6:00 p.m.**, Monday through Friday, except Saturdays, Sundays and Federal Holidays ("Normal Hours"), at a rate of **\$45.00 per hour**. The Lessor will not charge the Government if Lessor otherwise provides these services to other building tenants during the Government's overtime hours. The Lessor must submit a proper invoice quarterly to GSA Lease Contracting Officer to receive payment.
15. In accordance with Section 4.10(A) in the SFO, cleaning shall be performed after tenant working hours.
16. The tenant build out will conform to the specifications in the Lease and all attachments, and is to be provided by the Lessor as part of the total rental payment. In accordance with Paragraph 3.2(A) of the SFO and amended by Amendment 6, the Lessor agrees to provide up to **\$337,552.53** toward the cost of the Tenant Improvements. The tenant build out cost of **\$337,552.53** (based on **\$49.07** per ABOA) is amortized for a period of 60 months at **zero percent (0.00%) interest**. Therefore, the amortized tenant build out costs are **\$67,510.51** per annum or **\$8.53** per RSF.

Pursuant to Paragraph 3.3 of the SFO, in the event the Tenant Improvement Cost is less than the amount provided above, the Lessor agrees to refund such difference in the form of reduction of base rent using a **zero percent (0.00%)** amortization rate. The refund will be a credit of the rent equally spread out throughout the firm lease term on which the Government is paying rent (**60 months**). In the event that the Tenant Improvement Cost is greater than the amount provided above the Government can (1) reduce the Tenant Improvement requirements, (2) pay lump sum for the overage upon completion and acceptance of the improvements, or (3) have the Lessor amortize the additional cost at **zero percent (0.00%)** throughout the firm lease term with CO approval. The Government and Lessor must agree on any additional Tenant Improvement Cost through a Supplemental Lease Agreement.

17. Information regarding Electronic Funds Transfer Payment Methods is provided in Paragraph 24, 552.232-76, General Clauses.
18. The Lessor is a large business. The Tax Identification Number is [REDACTED]. The DUNS number is [REDACTED]. **David M. Blackman, GPT Properties Trust** is one of the signatories for the ownership. His telephone number is [REDACTED].

INITIALS:  & 
LESSOR & GOVERNMENT

- 19. Lessor is registered with the System for Award Management (SAM), formally the Central Contractor Registration (CCR) system, as referenced in Paragraph 11 of Form 3518.
- 20. The Contracting Officer represents the General Services Administration as an agent with authority to enter into the Lease on behalf of the Government and execute this document in his/her official capacity only and not as an individual.
- 21. 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 are neither applicable nor binding. This agreement may be amended only by written instrument executed by the Lessor and the Government.
- 22. All questions pertaining to this Lease shall be referred in writing to the General Services Administration Contracting Officer 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
- 23. Wherever the words "Offeror," "Lessor" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor;" wherever the words "solicitation," "Solicitation for Offers" or "SFO" appear in this Lease, they shall be deemed to mean "this Lease;" wherever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "Leased Premises."
- 24. The Lessor and **CBRE, Inc.** ("Broker") have agreed to a cooperating lease commission of [REDACTED] for the initial firm term of this lease. The total amount of the commission is [REDACTED]. 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 [REDACTED] 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 SF-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 Rental Payment **\$16,960.36** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's rent.

Second Month's Rental Payment **\$16,960.36** minus prorated Commission Credit [REDACTED] equals [REDACTED] adjusted Second Month's rent.



Third Month's Rent will be a full payment which is calculated as **\$16,960.358+** and continue per the lease terms.

- 25. The Tenant Improvement Fee Schedule is as follows and Lessor agrees not to exceed these figures:

- A. The General Conditions will not exceed **7% of total subcontractor costs.**
- B. The General Contractors fee will not exceed **4% of total subcontractor costs.**
- C. Architectural and Engineering fees will not exceed **\$2.63 per USF of total subcontractor costs.**
- D. Lessor's Project Management fees will not exceed **5% of total subcontractor costs.**

- 26. The Lessor shall not construct, change alter, remove or add to the leased premises without the prior notification and approval from the General Services Administration (GSA).

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

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LESSOR & GOVERNMENT

STANDARD FORM 2, ATTACHMENT A

Lease No. GS-05B-18058

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27. Lessor shall perform alterations to the space in accordance with the 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 the Government has inspected and accepted the space and it is free of safety standards.
28. [REDACTED] Special Requirements requested 24/7 cooling for their LAN room. The Lessor will purchase, install and maintain a cooling unit, as part of the tenant improvement costs, that will meet [REDACTED] requirements for the lease term. The 24/7 electrical operating charges which are calculated to be \$.71 per usf. or 17.04 a day for a 100 usf. LAN room. The room will be separately metered by the Lessor at his expense. The costs to run the unit will either be paid via (RWA) to the Lessor on a quarterly basis or may be negotiated into the operating cost base depending on the size of the actual room which would be adjusted by a Lease Amendment.
29. The Building meets the Energy Star Rating per the Lease.
30. It is the Lessor's responsibility and cost under this Lease, if modifications are required, to assure that structural floorload requirements are met for the [REDACTED] file room lektreiver units, as well as the minimum 11'6" ceiling height for the two (2) filing units if these units are still required when DID's /CD's are being prepared for the [REDACTED] suite.
31. Per Lease paragraph 10.15 the Lessor will have installed [REDACTED] prior to occupancy as part of the lease rental.
32. The Lessor's cost for repainting and moving furniture for both suites or blocks of space in year six (6) is \$63,350.00 which the tenants will be required to reimburse the Lessor via RWA. This is not included in the lease rental rate.

Reimbursable Work Authorization [Signature] [Signature]

INITIALS: [Signature] & [Signature]
LESSOR GOVERNMENT