

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO GS-06P-11001	DATE SEP 12 2012	PAGE 1 of 3
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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 ~~400 Centre Street~~ **255 Washington St.**
Newton, MA 02458-2094 **1637**

W R

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

WHEREAS, the parties hereto desire to amend the above Lease

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

1. Adjust annual rent; and
2. Adjust Broker Commission and Commission Credit; and
3. Increase Tenant Improvement Allowance; and
4. Description of the Tenant Improvements to be constructed; and
5. To provide for the lump sum payment of the Tenant Improvements; and
6. All other terms and conditions are in full force and effect.

The Government shall pay the Lessor annual rent as follows:

	RSF	USF	Shell	Operating Base	Tenant Improvements	Building Specific Security	Total Annual Rent
Years 1-10	20,939	19,263	\$171,013.88	\$140,415.00	\$114,224.59	\$1,824.13	\$427,477.60
Years 11-20	20,939	19,263	\$299,299.00	\$140,415.00	\$0.00	\$0.00	\$439,714.00

Rent shall be adjusted in accordance with the provisions of the Solicitation For Offers No. 6MO0065 and the General Clauses. Rent for a lessor period shall be prorated. Rent checks shall be made payable to:

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

(See pages 2 and 3 and Exhibits A and B attached hereto and made a part hereof.)

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

LESSOR: Hub Properties Trust	
SIGNATURE 	NAME OF SIGNER David M. Lepore Senior Vice President
ADDRESS Two Newton Place Washington Street Suite 300 Newton, MA 02458	
IN THE PRESENCE OF (SIGNATURE) 	NAME OF SIGNER <i>Elizabeth Burnham</i>
UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, PBS/REALTY SERVICES DIVISION	
SIGNATURE 	NAME OF SIGNER Valerie H. Waldmeier
	OFFICIAL TITLE OF SIGNER Lease Contracting Officer

2. In accordance with the SFO Paragraph 2.4, Broker Commission and Commission Credit, Jones Lang LaSalle is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Jones Lang LaSalle 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]. In accordance with the Commission Credit described in paragraph 2.4 of the SFO, Jones Lang LaSalle has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with the lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The net Commission is [REDACTED] inclusive of [REDACTED] already paid at lease execution with a net balance of [REDACTED] owed to Jones Lang LaSalle upon the earlier of tenant occupancy of the premises leased pursuant to the lease or the commencement date of the Lease.

Notwithstanding Paragraph V. of this Supplemental Lease Agreement, 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 \$35,623.13 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$35,623.13 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent.

Third Month's Rental Payment \$35,623.13 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent.

Fourth Month's Rental Payment \$35,623.13 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent.

3. In accordance with SFO paragraph 3.2, *Tenant Improvements Included in Offer*, the Lessor agrees to provide a tenant improvement allowance in the amount of \$751,423.55 to be amortized over the firm term of the Lease (120 months) at 9.0%. In accordance with SFO paragraph 3.3, *Tenant Improvements Rental Adjustment*, the actual cost of Tenant Improvements is stated in paragraph 5 below and rent has been adjusted accordingly established in paragraph 1 above.

The Government-approved Design Intent Drawing which formed the basis for the tenant improvement costs are hereby incorporated into the lease as Exhibit A (1 page).

The Lessor has provided all the materials, labor, and services required to provide the completion of the Tenant Improvements depicted and according to the 100% Construction Drawings created by Holden Architects (Architect), Kresse Lamprecht Consulting Engineers (MEP Engineers), Coffeen Fricke & Associates, Inc. (Acoustic Consultant) as well as drawings prepared by the Smithgroup, Inc. are hereby incorporated into the lease as Exhibit B (34 pages).

The Lessor remains responsible for the accuracy of the Construction Drawings as stated in the Solicitation For Offer under "Construction Schedule and Acceptance of Tenant Improvements, Review of Working/Construction Drawings."

This Supplemental Lease Agreement does not release the Lessor for liability for accuracy of the Construction Drawings when compared to the GSA approved Design Intent Drawings.

INITIALS: *A* & *W*
Lessor Government

Lease No. GS-06P-11001
SLA No. 1

5. In separate correspondence dated November 10, 2011, the Government has issued a Notice to Proceed for Tenant Improvements in the amount of \$1,122,894.75 of which \$751,423.55 is amortized in the lease over the firm term of the Lease (120 months) at 9%. The total costs for tenant improvements of \$1,122,894.75 have been incorporated into the lease as Exhibit C (30 pages). The Government hereby orders the balance of \$371,471.20 to be paid lump sum.

Upon completion, inspection, and acceptance of the space by the Government, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$371,471.20, upon receipt of an original invoice.

The original invoice or electronically at www.finance.gsa.gov must be submitted directly to the GSA Finance Office at the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
P.O. Box 17181
Fort Worth, TX 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: Valerie Waldmeier
GSA-Real Estate Acquisition Division (6PRE)
1500 E. Bannister Rd.
Kansas City, MO 64131

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- **GSA PDN # PS0022130**

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

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

INITIALS: N & W
Lessor Government

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