

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

2/22/11

LEASE NO.

GS-04B-50108

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

Whose address is 400 CENTRE STREET  
NEWTON, MASSACHUSETTS 02458-2094

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 considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 9,234 rentable square feet (RSF) of office and related space, which yields 8,102 ANSI/BOMA Office Area square feet (ABOASF) of space at One Memphis Place, 200 Jefferson Avenue, Memphis, TN 38103-2328 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are 3 parking spaces for exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on upon acceptance by the Government and continuing for ten full years, subject to termination and renewal rights as may be hereinafter set forth. Lease GS-04B-39078 shall terminate upon Government acceptance of the alterations required by this lease.

3. The Government shall pay the Lessor the annual rent of \$184,680.00 (\$22.80 per ABOASF or \$20.00 per RSF) at the rate of \$15,390.00 per month in arrears for years one (1) through five (5) and annual rent of \$203,148.00 (\$25.08 per ABOASF or \$22.00 per RSF) at the rate of \$16,929.00 per month in arrears for years six (6) through ten (10).

Rent for a lesser period shall be prorated. Rent checks shall be made payable to the following or in accordance with the provision on electronic payment of funds:

GPT PROPERTIES TRUST C/O REIT MANAGEMENT & RESEARCH LLC  
TWO NEWTON PLACE  
255 WASHINGTON STREET; SUITE 300  
NEWTON, MASSACHUSETTS 02458-1634

4. The Government may terminate this lease in whole or in part at any time on or after the fifth full year 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.

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

LESSOR

GPT PROPERTIES TRUST

IN

David M. Lepore  
Senior Vice President

(Title)

400 Centre Street  
Newton, MA

(Address)

02458

A

BY  
(Signature)

Contracting Officer, General Services Administration  
(Official Title)

5. This paragraph is deleted in its entirety
6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
  - A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO OTN2053 dated August 27<sup>th</sup>, 2010..
  - B. Build out in accordance with standards set forth in SFO OTN2053 dated August 27<sup>th</sup>, 2010, and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All tenant alterations to be completed by the lease effective date identified under Paragraph 2 above. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph 2. The Lessor hereby waives restoration.
  - C. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
7. The following are attached and made a part hereof:
  - A. Solicitation for Offers OTN2053 dated August 27<sup>th</sup>, 2010.
  - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])
  - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
  - D. Seismic Safety Rider
8. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$151,648.00 shall be amortized through the rent for 5 years at the rate of 0%. The rental amount in paragraph 3 contemplates the Government using the entire allowance. If the Government does not spend the total allowance, the rent shall be adjusted downward accordingly.
9. Notwithstanding any obligation of the Lessor to maintain the warm-lit shell as defined in paragraph 1.12, the shell condition of the 7,673 RSF of existing space is offered in its existing configuration as compliant to the SFO warm-lit shell requirements with the exception of the window film per paragraph 10.17.
10. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 4.53%.
11. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$6.49/RSF.
12. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.139719 (9,234 RSF/ 8,102 ABOASF) or as is adjusted to represent a total rentable square footage of 9,234 RSF.
13. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$0.90/ABOASF for vacant space (rental reduction) only if the entire premise is vacated.
14. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$62.00 per hour for the entire building or any portion thereof.
15. In accordance with the SFO Paragraph entitled *Special Requirements: SERVER ROOM HVAC*, the rate to provide 24/7 dedicated cooling to the server room is established as \$4,605.60 annually (\$383.80 monthly).
16. The Lessor hereby waives restoration
17. Upon acceptance of the leased premises the same will be measured and rental shall be paid, in accordance with Paragraph 4.2 of the lease, "ANSI/BOMA Office Area Square Feet" and Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the rate of

Years 1-5

Shell: \$11.66/ABOASF | \$10.23/RSF  
 Op Costs: \$7.40/ABOASF | \$6.49/RSF  
 TI: \$3.74/ABOASF | \$3.28/RSF  
 Annual Rent: \$22.80/ABOASF | \$20.00/RSF

Years 6-10

Shell: \$17.68/ABOASF | \$15.51/RSF  
 Op. Costs: \$7.40/ABOASF | \$6.49/RSF  
 TI: \$0  
 Annual Rent: \$25.08/ABOASF | \$22.00/RSF

LESSOR

BY  
(Initial)

UNITED STATES OF AMERICA

BY  
(Initial)

**Seismic Safety Rider to Lease Number GS-04B-50108**

The Lessor hereby agrees to make the following renovations in order to bring the building substantially in conformance with the Government's seismic safety standards. These renovations are to be completed no later than 180 days (unless otherwise specified) from the signing of this lease document by the Government, and shall be performed at the Lessor's sole expense.

1. **Emergency Lighting:** The emergency lighting required to function for life-safety purposes after a seismic event must be brought into compliance with ASCE 31<sup>[5]</sup> "Life Safety Performance Level" criteria. Possible solutions for bracing the emergency lighting and nonstructural components requiring bracing include, but are not limited to, the following:  
Brace the non-conforming component with 10 gage wire, (or heavier where required by analysis), that extends diagonally and attaches to primary structural components, (preferably the bottom side of the slab/diaphragm above). For a wire (acting in tension only) it will likely be necessary to attach a wire at each corner of the component in orthogonal direction (4 wires, diagonal off each at 90 degree to each other). For light fixtures in suspended ceilings or minor components, a minimum of only two wires at diagonally opposite corners of the component is required. The attachment of these diagonal bracing wires shall not result in applying torsion to the primary structural member, except where the primary member is capable of resisting the torsional force in combination with dead and live loads.
2. **Emergency Power:** Per the Certification of Seismic Compliance Report, the building owner has previously agreed to positively fasten, (without consideration of frictional resistance produced by the effects of gravity), the emergency generator in accordance with ASCE 31 "Life Safety Performance Level" criteria.
3. **Attached Equipment:** Equipment weighing over 20 pounds that is attached to ceilings, walls, or other supports located more than 4 feet above the floor level should be braced in a similar method as indicated in item 1 above, or another structurally acceptable method.
4. **Glazing:** Glazing over entrances, exits, and high traffic areas is required to have a film or laminate applied to the glazing, such that if the glazing were to crack or shatter the glazing pane would remain in the frame. This shall be done within 3 years from the date the lease is signed by the Government.
5. **Vibration Isolators at Mechanical Equipment:** Per the Certification of Seismic Compliance Report, the building owner has previously agreed to properly secure the air handling units at each floor to conform with ASCE 31 "Life Safety Performance Level" criteria.
6. **Fire Suppression Equipment:** Fire Suppression Equipment shall be protected against damage from earthquakes in accordance with NFPA-13 as required by ASCE 31.



Lessor

  
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