

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE: **SEP 30 2009**

LEASE No. LCA01977

THIS LEASE, made and entered into this date between **HUB ACQUISITION TRUST c/o REIT MANAGEMENT & RESEARCH, LLC.**

whose address is: 400 Centre Street
Newton, Massachusetts 02458

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:
27,634 rentable square feet (r.s.f.), yielding approximately 25,956 ANSI/BOMA Office Area square feet and related space located on the 1st Floor at the 4181 Ruffin Road Building, 4181 Ruffin Road, San Diego, CA 92123, together with 26 outside onsite reserved parking spaces as depicted in Exhibit A "First Generation Blue Line Plan", and Exhibit B, consisting of, "Parking Plan" and "Site Plan" to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
2. PARAGRAPH 2 IS INTENTIONALLY OMITTED.
3. The Government shall pay the Lessor annual rent of \$1,176,932.06 (\$42.59 per rsf) at the rate of \$98,077.67 per month in arrears for Years 1 - 7 of the Lease and \$631,436.90 (\$22.85 per rsf) at the rate of \$52,619.74 per month in arrears for Years 8 - 10. Rent for a lesser period shall be prorated.

Years	Shell Rate per RSFPY (rentable square foot per year)	Services RSFPY	Amortized TI's RSFPY	Total Rent per RSFPY	Total Monthly Rent	Total Annual Rent
1 - 7	\$29.27	\$6.31	\$7.02	\$42.59	\$98,077.67	\$1,176,932.06
8 - 10	\$16.54	\$6.31	\$0.00	\$22.85	\$52,619.74	\$ 631,436.90

Rent checks shall be payable to:

Hub Acquisition Trust
400 Centre Street
Newton, Massachusetts 02458

4. The Government may terminate this lease in whole effective at any time on or after the seventh (7th) year of this lease by giving at least 120 days' prior notice in writing to the Lessor. No rent shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
5. PARAGRAPH 5 IS INTENTIONALLY OMITTED.

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6. The Lessor shall furnish to the Government as part of the rental consideration, the following:
- A. The 26 parking space(s) described in Paragraph 1 and remaining parking spaces required by local code.
 - B. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease and the Government's final construction drawings. Rent is subject to adjustment in accordance with Paragraph 1.11 "Tenant Improvement Rental Adjustment" of the SFO, and Paragraph 16 of this Lease. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. LCA01977 and its attachments.
 - C. Adequate space for telecommunications antennae and transmission devises in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.

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

All terms, conditions, and obligations of the Lessor and the Government as set forth in the following:

- a) The Solicitation For Offers Number LCA01977 (pages 1-40) (all references to SFO shall also refer to any Special Requirements and Amendments);
- b) Attachment 2, Amendment Number 1 (Pages 1),
- c) Attachment 3, Amendment Number 2 (Pages 1-4);
- d) GSA Form 3517B (pages 1-33);
- e) GSA Form 3518 (pages 1-7);
- f) Sheet no. 1- 6 containing Paragraphs 9-28;
- g) Exhibit A: First Generation Blue Line Plan (Page 1);
- h) Exhibit B: consisting of, "Parking Plan", and "Site Plan", (Page 1);
- i) Exhibit C: TI and Shell (Seismic) Work Phasing Plan (Pages 1-3).

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

Paragraphs 2 and 5 of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 28 have been added. The words "in whole" have been added after the word "lease" in Paragraph 4 prior to lease execution. The words "on or after seventh (7th) year of this lease" has been added after the word "time" in Paragraph 4 prior to lease execution.

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

LESSOR: HUB ACQUISITION TRUST

BY

David M. Lepore
(Signature)

David M. Lepore
Senior Vice President

(Signature)

IN PRESENCE OF

[Signature]
(Signature)

400 Centre Street
Newton, MA 02458

(Address)

UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION, Public Buildings Service:

BY

[Signature]
CONTRACTING OFFICER, GSA

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