

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 1

DATE
12/8/2010

TO LEASE NO.
LMA04836

ADDRESS OF PREMISES 10 Malcolm X Boulevard, Roxbury, MA 02119-1775

THIS AGREEMENT, made and entered into this date by and between Fairfield Center, LLC

whose address is 10 Malcolm X Boulevard, Roxbury, MA 02119-1775

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 consideration hereinafter mentioned covenant and agree that the said Lease is amended, effective December 1, 2010 as follows:

1. In accordance with Paragraph 2 of Lease LMA04836 the Commencement Date is established as December 1, 2010 and the Termination Date is established as November 30, 2020.

2. Paragraph 1 of Lease LMA04836 is deleted in its entirety and replaced with the following amended version:

1. LESSOR HEREBY LEASES TO THE GOVERNMENT AND THE GOVERNMENT HEREBY LEASES FROM THE LESSOR THE FOLLOWING DESCRIBED PREMISES: An area of 10,628 Rentable Square Feet (RSF) and 9,242 ANSI/BOMA Square Feet with a Common Area Factor of fifteen percent (15.00%), located on the first (1st) floor of the building located at 10 Malcolm X Boulevard, Roxbury, MA 02119-1775 (hereinafter the "Building"), and identified on the plan attached hereto as Exhibit A, and by this reference made a part hereof along with one (1) reserved and twenty-two (22) gated, secured parking spaces at the Building, all improvements and all amenities being collectively hereinafter referred to as the "Premises" or the "Leased Premises", all of which are leased to the Government together with any and all appurtenances, rights, privileges and easements now or hereafter benefiting, belonging or appertaining thereto, including without limitation use of all common areas and facilities, and rights of ingress and egress to the Building, the Leased Premises and all common areas and appurtenances, to be used for general Government purposes as determined by the General Services Administration.

3. Paragraph 4 of Lease LMA04836 is deleted in its entirety and replaced with the following amended version:

4. THE GOVERNMENT SHALL PAY to the Lessor, commencing on the Commencement Date and in accordance with Paragraphs 23-27 of the General Clauses of the Lease, rent as follows:

Years 1 through 5: Annual rent of \$362,521.08 calculated at Shell Rent of \$264,424.64 (\$24.88 (rounded) per RSF) and Operating Cost Base of \$98,096.44 (\$9.23 (rounded) per RSF), and payable at the rate of \$30,210.09 (rounded) per month in arrears and subject to CPI calculations per Paragraph 4.3 of the Solicitation For Offers Number 8MA2190, dated September 13, 2010 (hereinafter, the "SFO").

Years 6 through 7: Annual rent of \$400,782.74 calculated at Shell Rent of \$302,686.30 (\$28.48 (rounded) per RSF) and Operating Cost Base of \$98,096.44 (\$9.23 (rounded) per RSF), and payable at the rate of \$33,398.56 (rounded) per month in arrears and subject to CPI calculations per Paragraph 4.3 of the SFO.

Years 8 through 10: Annual rent of \$404,714.24 calculated at Shell Rent of \$306,617.80 (\$28.85 (rounded) per RSF), Operating Cost Base of \$98,096.44 (\$9.23 (rounded) per RSF), and payable at the rate of \$33,726.19 (rounded) per month in arrears and subject to CPI calculations per Paragraph 4.3 of the SFO, via Electronic Funds Transfer to:

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Fairfield Center, LLC
c/o Mr. Fred Fairfield
10 Malcolm X Boulevard, Suite G-2
Roxbury, MA 02119-1775

The Government, effective upon accepting the Tenant Improvements as contemplated in Paragraph 16 of the Lease and Paragraphs 3.2, 3.3 and 5.2 of the SFO document will increase the annual rent paid under this contract via Supplemental Lease Agreement. The total cost of improvements will be amortized over the remaining firm term of the lease at a rate of 7.00% per annum.

Rent for a lesser period shall be prorated on a per diem basis. The Tenant Improvement Allowance components to the rental rate shall be fully satisfied at the end of the seventh (7th) year.

4. Paragraph 19 of Lease LMA04836 is deleted in its entirety and replaced with the following amended version:

19. COMMISSION AND CREDIT: The Lessor and the Broker have agreed to a cooperating lease commission of [redacted] of this lease. The total amount of the commission is [redacted] multiplied by 10,628 RSF). The Lessor shall pay the Broker no additional commissions associated with this lease transaction. 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 (half at lease execution and half at lease occupancy) less the Commission Credit 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. The Commission less the Commission Credit is [redacted].

Notwithstanding Paragraph 4 of this Standard Form 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 of \$30,210.09 (which includes \$22,035.39 shell rent) minus prorated Commission Credit of [redacted] equals [redacted] adjusted first month's rent.

Second month's rental payment of \$30,210.09 (which includes \$22,035.39 shell rent) minus prorated Commission Credit of [redacted] equals [redacted] adjusted second month's rent.

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 [redacted]
BY [redacted] Owner
IN PRE [redacted] (Title)
10 Malcolm X Blvd. MA 02119
(Address of Witness)

UNITED STATES GOVERNMENT ADMINISTRATION
BY [redacted] Contracting Officer
(Official Title)