GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT DATE NO. 4 2-25-13 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 February 28, 2013 as follows:

- 1. The Lessor shall supply all labor and materials to accomplish as set forth and contained in the attached Exhibit A in Supplemental Lease Agreement #1, attached hereto and made part hereof. All work shall be coordinated with Lori Melchin, Project Manager. Work is to be completed no later than February 28, 2013.
- 2. Upon completion of this work and approval of the same by the Government, the Government shall pay the Lessor \$38,544,00 in full consideration for this work, Request for payment shall be made by a submission of an invoice upon completion. Payment will be made within 30 days after receipt of the invoice and the inspection and acceptance of the work by the Government. Progress payments will not be made on this project.
- 3. NONPAYMENT FOR ADDITIONAL WORK: Any additional supplies or services or a change to work specified herein may be performed by the contractor, either at his/her own volition or at the request of an individual rather than a duly appointed Contracting Officer, except as may be explicitly authorized and will not be paid for. Only a duly appointed Contracting Officer is authorized to change the specifications, terms and conditions in this contract.
- 4. Request for payment shall be made by submission of an invoice after the inspection and acceptance of the work by the Government. 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#

Original Invoice should be forwarded to the address below.

General Services Administration Greater Southwest Finance Center (7BCP) P.O. Box 17114 819 Taylor Street Accts Payable Fortworth TX 76102

A copy of the invoice must also be sent to Lori.Melchin@gsa.gov

NOTE: THE CONTRACTOR	MUST REFERENCE ON THEIR	INVOICE THE PEGASYS
DOCUMENT NUMBER (PDI	Ø	

FAR52,246.12 Inspection of Construction and GSAR 552-246-72 Final Inspection and Test are incorporated herein and attached.

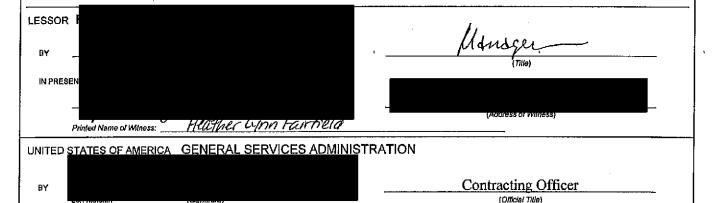
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6. CONTRACTOR'S STATEMENT OF RELEASE: In consideration of the modification(s) agreed to herein as complete equitable adjustments for the Contractor's proposal for the work to be performed in accordance with SLA #4 the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the proposal for adjustment.

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.



GSA DC 68-1176

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