

Supplemental Lease Agreement Number 2

Lease Number: LMA04754

Date: May 11, 2012

7-11 Drydock Avenue Boston MA 02210-2303

GSA Bldg # MA5983

THIS AGREEMENT, made and entered into this date by and between 5-11 DRYDOCK, LLC

whose address is: 7 Drydock Avenue, Boston, MA 02210-2303

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 April 25, 2012, as follows:

1. To establish the effective date of occupancy and term of the Lease. The lease shall commence on April 25, 2012 and terminate on April 24, 2022 subject to renewal and termination rights as set forth in the Lease.
2. Paragraph 1 of the Lease is deleted in its entirety and replaced with the following:

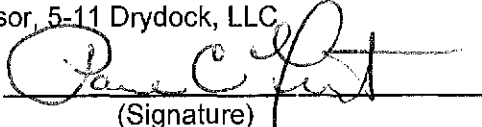
LESSOR HEREBY LEASES TO THE GOVERNMENT AND THE GOVERNMENT HEREBY LEASES FROM THE LESSOR THE FOLLOWING DESCRIBED PREMISES: An area of 5,900 Rentable Square Feet (RSF) and 5,000 ANSI/BOMA Square Feet with a Common Area Factor of eighteen percent (18.00%), at the building located at 7-11 Drydock Avenue, Boston, MA 02210-2303 (hereinafter the "Building"), and identified on the plan attached hereto as Exhibit A, and by this reference made a part hereof along with fifteen (15) parking spaces for general use in common with the other tenants 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.

(Continued)

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

Lessor, 5-11 Drydock, LLC

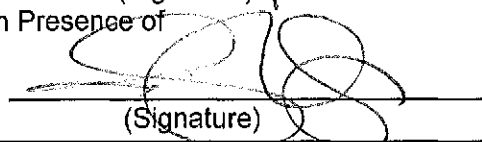
By



(Signature)

 as agent for 5-11 Drydock Ave LLC
(Title)


In Presence of



(Signature)

 7 Drydock Ave, Suite 2050, Boston, MA
(Address) 02210

United States Of America, General Services Administration, Public Buildings Service.



(Signature)

 Contracting Officer
(Official Title)

Lessor's Initials



Gov't Initials

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

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

Years One through Five:

Annual Rent of \$214,687.27, calculated at the rate of \$36.39 per RSF (rounded), and payable at the rate of \$17,890.61 per month in arrears, plus CPI adjustments after the first year per Paragraph 4.3 of the Solicitation For Offers Number 9MA2189, dated March 15, 2011 (hereinafter, the "SFO"). Annual rent is compromised of the following components:

\$115,522.00 in Shell rent;
\$ 30,562.00 in Operating Cost Base per paragraph 4.3 of the SFO; and
\$ 68,603.27 in Tenant Improvement rent.

Years Six through Ten:

Annual Rent of \$142,437.00, calculated at the rate of \$24.14 per RSF (rounded), and payable at the rate of \$11,869.75 per month in arrears, plus CPI adjustments after the first year per Paragraph 4.3 of the SFO. Annual rent is compromised of the following components:

\$111,875.00 in Shell rent; and
\$ 30,562.00 in Operating Cost Base per paragraph 4.3 of the SFO.

Payable via Electronic Funds Transfer to:

5-11 Drydock, LLC
7 Drydock Avenue
Boston, MA 02210-2303

Rent for a lesser period shall be prorated on a per diem basis. The Tenant Improvement Allowance components of the rental rate shall be fully satisfied at the end of the fifth (5th) year

4. Referencing Paragraph 16 of the Lease, as amended by SLA #1, the Lessor has provided, at the Government's request, Tenant Improvements in the total amount of \$302,944.64 which shall be amortized in the rent. This amount is derived as follows:

Notice to Proceed dated 2/14/2012:	\$ 301,910.73
Change Order 1 approved via email 3/8/2012	\$ 1,033.91
Total Tenant Improvement (TI) Costs:	\$ 302,944.64

Therefore, paragraph 16, as amended by SLA #1, is deleted in its entirety and replaced with the following:

16. TENANT IMPROVEMENT ALLOWANCE: Referencing Paragraphs 3.2 of the SFO, Lessor has included in the rental rate a Tenant Improvement (TI) Allowance in the amount of \$302,944.64, calculated at \$60.59 (rounded) per BOMA Office Area Square Foot, and amortized over five (5) years at the interest rate of 5%. The Government may return to the Lessor any unused portion of the TI Allowance in exchange for a decrease in rent according to the amortization rate and the Lessor and the Government shall confirm said rental adjustment, if any, in writing by execution of a Supplemental Lease Agreement.

5. Paragraph 19 of the Lease is deleted in its entirety and replaced with the following:

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19. **COMMISSION AND CREDIT:** The lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] per year of this lease over the firm term. The total amount of the commission is [REDACTED] (5,900 Rentable Square Feet multiplied by [REDACTED]). 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 \$17,890.61 (of which [REDACTED] is Shell rent) minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted first month's rent.

Second month's rental payment of \$17,890.61 (of which [REDACTED] is 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.

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