

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO. 5

DATE

4-17-13

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 April 5, 2013 as follows:

1. **Strike the following language** contained in SLA #1 paragraph 2

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 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.

**And substitute the following language:**

**Years 1 through 5:** Annual rent of \$382,607.14 calculated at the rate of \$36.00 per RSF (rounded), payable in the amount of \$31,884.00 per month in arrears, plus CPI adjustments in accordance with Paragraph 3.5 of the SFO after the first year.

Annual Rent effective 12/1/2010 in comprised of the following components:

- Shell Rent of \$264,424.64 (\$24.88 rounded per RSF),
- Operating Cost Base of \$98,096.44 (\$9.23 rounded per RSF)
- Tenant Improvements of \$20,086.06 (\$1.89 rounded per RSF).

**Years 6 through 7:** Annual rent of \$420,868.80 calculated at a rate of \$39.60 per RSF (rounded), payable in the amount of \$35,072.40 (rounded) per month in arrears, plus CPI adjustments in accordance with Paragraph 3.5 of the SFO after the first year.

Annual rent is comprised of the following components:

- Shell rent 302,686.30 (\$28.48 (rounded) per RSF)
- Operating Cost Base of \$98,096.44 (\$9.23 rounded per RSF)
- Tenant Improvements of \$20,086.06 (\$1.89 rounded per RSF)

2. Referencing Paragraph 16 of the Lease, as amended by SLA#3, an NTP was provided on November 20, 2012 as follows: The total project cost is \$553,106.78 of which \$110,904.00 will be amortized in the rent and the difference of \$442,202.78 will be paid by lump sum upon acceptance of the space by the Government.

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- \$442,202.78 was authorized to be paid upon acceptance of the space and invoiced for payment via SLA #3
- The Lessor has provided, at the Government's request, Tenant Improvements in the total amount of \$110,904.00. (To be paid retroactive and amortized at 7% over the 7 year firm term as of 12/1/2010 as stated above in paragraph 1)
- All disapproved change orders are lessor responsibilities and there is no cost to the Government beyond the agreed to pricing issued in the NTP dated November 20, 2012
- Total project change orders total \$11,186.74 and represents the final payment for all improvements and lessor agrees that there are no other costs associated with this project. Lessor is hereby paid in full: Change orders are as follows and attached as Exhibit "A":

- #1 Change Order Request - Relocate telephone line at EXEMPT(b)(7) EXEMPT(b)(4)
- #2 Change Order Request - Data Lines: SST, DM's office, (3) for Video Conf room EXEMPT(b)(4)
- #3 NOT APPROVED
- #4 NOT APPROVED
- #5 Change Order Request - Add Data line for Multi Purpose room EXEMPT(b)(4)
- #6 Change Order Request - Add 13 pieces of paint grade poplar above EXEMPT(b)(7) to fill in the gap above the window. EXEMPT(b)(4)
- #7 Change Order Request - HVAC Quick Ship \$ EXEMPT(b)(4)
- #8 NOT APPROVED
- #9 Change Order Request - Repair existing door (#102) mechanism EXEMPT(b)(4)
- #10 Not APPROVED

In total consideration for this completed and accepted work, the Government will pay the Lessor a lump sum payment of \$11,186.74

Request for payment of the \$11,186.74 shall be made by the submission of an invoice to:

- Mail: General Services Administration - 819 Taylor Street - Accts Payable - Fortworth TX 76102

**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 # PS0023824

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  
BY \_\_\_\_\_  
IN P \_\_\_\_\_  
*(Signature of Witness)*  
Printed Name of Witness: QUYNH TRAN  
*(Title)*  
Manager  
*(Address of Witness)*  
10 Malcolm X Blvd, Boston, 02119

UNITED STATES OF AMERICA - GENERAL SERVICES ADMINISTRATION  
BY \_\_\_\_\_  
Contracting Officer  
*(Official Title)*