

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 3

DATE

11/20/2012

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 November 5, 2012 as follows:

- **SLA #2 is hereby DELETED in its entirety and replaced with this SLA #3**

1. **NOTICE TO PROCEED:** This Supplemental Lease Agreement shall serve as the Official Government "Notice to Proceed" as per paragraph 5.2B(9) of the SFO Lease Agreement. The Government and Lessor hereby agree to a total cost for all the required "Tenant Improvements" in the amount of \$553,106.78. Included within this total amount are the following previously agreed to items.

Notice to Proceed for Tenant Improvements have been provided in the amount of \$116,979.03 in separate correspondence for the following:

September 14, 2011 - Architectural [REDACTED]
July 30, 2012 - [REDACTED] and Electrical disconnect [REDACTED]
September 12, 2012 - Increase in Architecture \$ [REDACTED] & Carpet and install \$ [REDACTED]
September 28, 2012 - [REDACTED] EXEMPT(b)(4) as detailed in shop drawings from Total Security Solutions dated 9-6-12 and approved by [REDACTED] facilities division.
September 28, 2012 - Demolition [REDACTED] as stated within revised 9-27-12 quote from One Way Development

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.

2. **Construction Schedule:** Based upon pricing submitted for a required maximum 60 working day construction build-out time period, the Government and Lessor hereby agree that work commenced on October 30, 2012 with all work as required per the construction drawings dated September 10, 2012 shall be completed on or before January 25th, 2013. This work is to be constructed in full compliance with the construction drawings dated September 10, 2012, the Smith Group Drawings and project manual dated March 14, 2012 as well as all Architects comments, and all addendum submissions submitted to the Lessor prior to construction commencement. The Lessor shall supply all labor, materials, supervision, equipment and coordination for the complete statement of work. On or before January 25, 2013 all work must be substantially completed and inspected for acceptance by the Government subject to Paragraph 5.10 (G)(1) Acceptance of Space and Certificate of Occupancy. A punch list of minor deficiencies shall be created at the time of inspection and all work deemed as a minor deficiency must be corrected within 30 calendar days after space acceptance.

3. **Construction of Tenant Improvements:** Paragraph 5.10F of the SFO is hereby deleted in its entirety and is replaced with the following:

CONSTRUCTION OF TENANT IMPROVEMENTS:

The Lessor shall construct all Tenant Improvements in accordance with 1) the Government reviewed working/construction drawings, and this NTP as per paragraph 1 and 2 above and 2) all terms and conditions of the SFO/Lease. The Lessor shall complete Tenant Improvements within 60 working days, or no later than January 25, 2013. The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 5 days of issuance of the notice to proceed. Such schedule shall also indicate the dates available for the Government contractors to install telephone/data lines or equipment. The Government reserves the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or for installing Government-furnished equipment. The Government shall coordinate with the Lessor the activity of Government contractors in order to minimize conflicts with, and disruption to, other contractors on site. Access shall not be denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government with regard to this project.

4. Tenant Improvement Pricing Requirements

This NTP for \$553,106.78 must conform to paragraph 5.2 Tenant Improvement Pricing Requirements #(4) of the SFO. The General Contractor must submit the supporting bids from the major subcontractors with actual quotes to support the price of \$553,106.78. All price proposals for the completion of this project submitted are expected to include all work required to meet the specifications and scope of work on the Construction Documents and all addendums and comments. No changes to pricing or scope of work will be permitted unless approved by the Contracting Officer.

5. **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.

Request for payment shall be made by submission of an invoice after the inspection and acceptance of the work by the Government. Progress payments will not be made on this project.

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 # (TO BE FURNISHED UPON COMPLETION OF PROJECT)

Invoicing for payment can be forwarded either by email or U.S. mail.

Send Original Invoice to either:

- Electronic: www.finance.gsa.gov
- Mail: General Services Administration
819 Taylor Street
Accts Payable
Forthworth TX 76102

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 _____ 11/19/12
(Title)

IN PRESENCE OF _____

10 MALCOLM X BLVD. ROXBURY MA 02119
(Address of Witness)

Printed Name of Witness: SHIYA Mohamed
(Signature of Witness)

UNION _____ RATION

Contracting Officer
(Official Title)