

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "Amendment") is made as of the 27th day of November, 2013 by and between the Massachusetts Department of Transportation, a body politic and corporate and public instrumentality of the Commonwealth of Massachusetts duly established and existing pursuant to and acting under the authority of Massachusetts General Laws Chapter 6C, as amended, having an address of 10 Park Plaza, Boston, Massachusetts 02116 ("Lessor"), and the Rose Fitzgerald Kennedy Greenway Conservancy, Inc., a private, charitable, non-profit corporation created by articles of organization duly filed with the office of the Secretary of the Commonwealth of Massachusetts on July 15, 2004, with a principal place of business at 185 Kneeland Street, 2nd Floor, Boston, Massachusetts 02111 ("Lessee"). Terms used but not defined herein shall have the meanings ascribed to them in the Lease.

RECITALS:

WHEREAS, Lessor and Lessee entered into that certain Lease dated as of December 1, 2008, whereby Lessor leased to Lessee, and Lessee leased from Lessor, the open space and park parcels known as the Rose Fitzgerald Kennedy Greenway in Boston, Massachusetts (the "Lease").

WHEREAS, Lessor and Lessee wish to enter into this Amendment for the purpose of extending the term of the Lease.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Extension of the Term. The definition of "Term" within Section 2.1 of the Lease is hereby amended by deleting the words "on the fifth (5th) anniversary of the Effective Date" and replacing the same with "at 11:59 p.m. on February 28, 2014".
2. Miscellaneous. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. In the event of any inconsistency or conflict between the terms of this Amendment and of the Lease, the terms of this Amendment shall control. The Lease, as amended by this Amendment, constitutes the sole and entire agreement of the parties hereto with respect to the subject matter hereof and no prior or contemporaneous oral or written representations or agreements between the parties and relating to the subject matter hereof shall have any legal effect. Except as hereinabove provided, all other terms and conditions of the Lease shall remain unchanged and in full force and effect, and are hereby ratified and confirmed by the parties hereto. This Amendment may be signed in multiple counterparts, which, when taken together, shall constitute a fully executed and binding original Amendment.

[signatures follow on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment under seal as of the day and year first above written.

LESSOR:

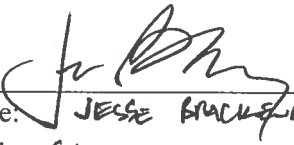
**MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION**

By: 

Jeffrey A. Simon
Assistant Secretary

LESSEE:

**ROSE FITZGERALD KENNEDY
GREENWAY CONSERVANCY, INC.**

By: 

Name: Jesse Brackley
Title: Chief Operating Officer