

AMENDMENT TO LEASE AGREEMENT

Amendment dated January 3, 1979 by and between Boston Redevelopment Authority ("Lessor"), a public body, politic and corporate, organized under the laws of the Commonwealth of Massachusetts, its successors and assigns, and Boston Center for the Arts, Inc. ("Lessee"), a charitable corporation, duly organized and existing under Chapter 180 of the laws of the Commonwealth of Massachusetts, with a principal place of business in Boston, Massachusetts, its successors and assigns permitted or authorized by the Lease, as hereinafter defined.

Background

A. Lessor and Lessee are parties to a Lease Agreement dated August 9, 1973 ("Lease"). The Property which is the subject of the Lease comprises land and buildings known as the Boston Center for the Arts. The Property is bounded by Warren Avenue on the north; Tremont Street on the South; Berkeley Street on the east; and Union Park and the westerly sideline of Clarendon Street and the northerly sideline of Montgomery Street on the west; excluding the property known as The National Theatre. The Property is located in the South End of Boston as more particularly described in the South End Urban Renewal Plan dated December 7, 1965 and recorded with Suffolk Registry of Deeds in Book 8269, page 447, as amended.

B. The Annual Rent payable by Lessee to Lessor for the Property, as defined and provided for in Article VI of the Lease, is

6% of the Fee Purchase Price. The Fee Purchase Price is the so-called re-use appraisal value of the Property agreed to by Lessor, Lessee, and the United States Department of Housing and Urban Development ("HUD"). The Fee Purchase Price set forth in the Lease was \$215,000.

C. Article VI of the Lease further provides as follows:

"Hereafter, the parties agree to use best efforts to obtain the agreement of the United States Department of Housing and Urban Development ("HUD") to a reduction in the Annual Rental hereunder to \$1.00 per year. If HUD agrees to any reduction of Annual Rent below the amount originally provided herein, the parties agree to amend this Lease to reflect the reduced Annual Rent figure, such amendment to be retroactive to the date permitted by HUD."

D. HUD approved the Lease as originally executed, but did not agree to the \$215,000 Fee Purchase Price.

E. In accordance with Article VI of the Lease, Lessor made submission to HUD with regard to the reduction of the Fee Purchase Price and Annual Rental under the Lease.

F. By letter dated October 6, 1978 from HUD to Robert J. Ryan, Director of Lessor (a copy of which letter is attached hereto as an Exhibit), HUD approved the reduction of Annual Rent for the Property to "\$1.00 (Nominal)." Such letter is referred to as the "HUD Rent Letter."

G. It is the intention of Lessor and Lessee by this Lease Amendment to amend Section 6.01 of the Lease to effect the reduced Annual Rent and Fee Purchase Price in accordance with the Lease and the HUD Rent Letter.

H. As used in this Lease Amendment, terms and phrases shall have the defined meanings attributed to them in the Lease.

Agreements

Lessor and Lessee hereby agree as follows:

1. Fee Purchase Price and Annual Rent. Section 6.01 of the Lease is amended by deleting Section 6.01 in its entirety and substituting the following in its place:

"Section 6.01. Lessee covenants to pay to Lessor at Lessor's address for notice set forth in Section 18.06 hereof or at such place or to such person as Lessor from time to time may designate in writing by notice to Lessee, in such coin or currency of the United States as shall at the time of payment be legal tender for the payment of all debts, public or private, rent ("Annual Rent") for the Property, commencing on the Commencement Date and thereafter throughout the Term, which Annual Rent is \$1.00 per year. The Annual Rent is calculated with regard to an agreed determination by Lessor and Lessee that the Fee Purchase Price of the Property is nominal and is hereby established at \$1.00. Such determinations have been approved by the United States Department of Housing and Urban Development ("HUD") as evidenced by a letter from HUD to Lessor dated '6 OCT 1978.'

"The Annual Rent shall be payable in advance not later than each anniversary of the Commencement Date."

2. Effective Date. The Effective Date of the Amendment to Section 6.01 set forth above shall be August 9, 1973, which date is the Commencement Date of the Term of the Lease.


3. Ratification. In all respects not amended or modified by this Lease Amendment, the Lease is hereby ratified and confirmed.

Executed as a sealed Massachusetts instrument.

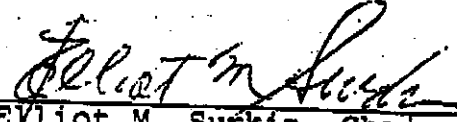
BOSTON REDEVELOPMENT AUTHORITY,
Lessor

By: 
Robert J. Ryan, Director

Approved as to form:


General Counsel

BOSTON CENTER FOR THE ARTS, INC.,
Lessee

By: 
Elliot M. Surkin, Chairman
Board of Directors



DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
 AREA OFFICE
 BULFINCH BUILDING, 15 NEW CHARDON STREET
 BOSTON, MASSACHUSETTS 02114

REGION I
 Room 800

John F. Kennedy Federal Building
 Boston, Massachusetts 02203

IN REPLY REFER TO

6 OCT 1978

Robert J. Ryan
 Director
 Boston Redevelopment Authority
 Room 900, 1 City Hall Square
 Boston, MA 02201

Dear Mr. Ryan:

Subject: Project No. Mass. R-56
 Reuse Parcels 9A, 9B, 9C, 9D and 9E
 Minimum Disposition Prices

In response to your submission of July 18, August 9, August 20, and October 2, 1978, a minimum annual rent for the proposed lease for the subject parcels is approved as follows:

<u>Parcel</u>	<u>Reuse</u>	<u>Approx. Sq. Ft. Land Area</u>	<u>Approved Minimum Annual Rent</u>
9A	Inst./Rehab	29,700	\$1.00 (Nominal)
9B	Inst./Rehab	12,500	
9C	Inst./Rehab	13,750	
9D	Inst./Rehab	2,240	
9E	Inst./Rehab	3,900	

The lease value assigned above is approved with the understanding that the rehabilitation cost estimates as certified are reasonably accurate and the terms and conditions of the Lease Agreement previously approved by this office, without deviation, are properly executed in the final Lease Agreement.

Sincerely,

Robert L. Paquin
 Director
 Community Planning and
 Development Division

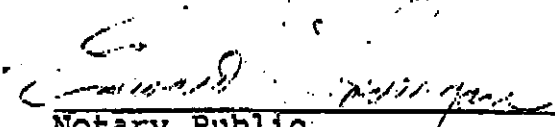
RECEIVED
 OCT 10 1978
 BOSTON REDEVELOPMENT AUTHORITY
 OFFICE OF THE DIRECTOR

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS

, 1979

Then personally appeared the above named Robert J. Ryan, Director of the Boston Redevelopment Authority, who acknowledged the foregoing Amendment to Lease Agreement to be his free act and deed and the free act and deed of said Boston Redevelopment Authority, before me,


Notary Public

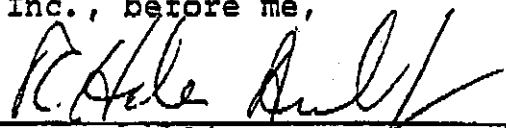
My Commission expires: 9-12

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS

1/5, 1979

Then personally appeared the above named Elliot M. Surkin, Chairman of the Board of Directors of the Boston Center for the Arts, Inc., who acknowledged the foregoing Amendment to Lease Agreement to be his free act and deed and the free act and deed of said Boston Center for the Arts, Inc., before me,


Notary Public

My Commission expires: 12/15/83