

DECEMBER 5, 2013
CENTRAL SERVICES COMMITTEE
TERM SHEET

This letter sets forth the essential business terms and conditions of an Amendment to the existing Lease Agreement between the Economic Development and Industrial Corporation of Boston ("EDIC" or "Landlord") and Central Services Committee, Alcoholics Anonymous ("Tenant") for the continued occupancy of Suite #604 of 12 Channel Street within the Boston Marine Industrial Park ("BMIP") hereinafter referred to as the ("Leased Premises") and further described in the attached ("Exhibit A").

CONDITION OF PREMISES:

Tenant acknowledges that they have inspected the Leased Premises with all its improvements and fixtures and agree to accept the Leased Premises in "as-is" condition. Landlord makes no representations as to the suitability of the Leased Premises for the uses contemplated within this Letter of Intent.

PERMITTED USES:

The Leased Premises shall be used exclusively for administrative, office, and meeting space and for no other purpose. Any operations, events or meetings not in accordance with Tenant's mission statement and regular operations are subject to Landlord's prior written approval which shall not be unreasonably withheld.

Tenant is responsible for obtaining any and all permits and licenses which may be required in order for Tenant's use of the Leased Premises to be in conformance with local, state, and federal laws.

BUILDING HOURS OF OPERATION:

Tenant shall have access to the Leased Premises on a 24 hour, 7-day per week basis.

Tenant shall have access to the common area loading and freight elevators Monday through Friday 6:00 AM to 11:00 PM and Saturday from 6:00 AM to 6:00 PM, excluding Federal and State holidays.

CONSTRUCTION/IMPROVEMENTS:

Tenant improvements to the Leased Premises shall be at Tenant's sole expense and all plans and specifications must be prepared by a registered Architect or Engineer and must be reviewed and approved by Landlord's designated representative prior to construction. Such approval shall not be unreasonably denied.

Tenant is responsible for obtaining any and all permits and licenses which may be required in order for Tenant's use of the Leased Premises to be in conformance with local, state, and federal laws.

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Tenant shall be in full compliance with all local state and federal laws and code throughout the construction phase and thereafter.

Landlord does not issue building permits on behalf of the City of Boston.

HAZARDOUS MATERIALS:

Tenant shall not use, generate, store, or dispose of, or permit the use, generation, storage or disposal of unauthorized Hazardous Materials on or about the Leased Premises or the Building. With all required permits, certifications and other required documentation, Tenant is permitted to use/store materials involved in performing the Permitted Uses and that may otherwise fall under this section. If Tenant breaches its obligations under this Section, Landlord may immediately take any and all action reasonably appropriate to remedy the same, including taking all appropriate action to clean up or remediate any contamination resulting from Tenant's use, generation, storage or disposal of Hazardous Materials. Tenant shall defend, indemnify, and hold harmless Landlord and its representatives and agents from and against any and all claims, demands, liabilities, causes of action, suits, judgments, damages and expenses (including reasonable attorneys' fees and cost of cleanup and remediation) arising from Tenant's failure to comply with these provisions. The term "**Hazardous Materials**" means any substance, material, or waste which is now or hereafter classified or considered to be hazardous, toxic, or dangerous under any Law relating to pollution or the protection or regulation of human health, natural resources or the environment, or poses or threatens to pose a hazard to the health or safety of persons on the Leased Premises or in the Building. This indemnity provision shall survive termination or expiration of the proposed Lease.

INSURANCE:

Tenant shall maintain Liability Insurance in the following amounts:

Personal Injury:	\$2,000,000
Property Damage:	\$2,000,000
Excess Liability:	\$2,000,000

all with Landlord named as an additional insured.

SUBLEASING AND ASSIGNMENT OF THE LEASE:

Tenant may not assign the Lease or enter into additional subleases without Landlord's consent.

AMENDED TERM EXPIRATION DATE: September 30, 2027

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ANNUAL FIXED RENT FOR RENTABLE AREA (4,117 RSF):

LEASE YEARS	ANNUAL FIXED RENT
11	\$ 34,319.26
12	\$ 35,348.84
13	\$ 36,409.30
14	\$ 37,501.58
15	\$ 38,626.63
16	\$ 39,785.43
17	\$ 40,978.99
18	\$ 42,208.36
19	\$ 43,474.61
20	\$ 44,778.85

ADDITIONAL RENT:

Tenant is responsible, on a monthly basis, for paying its proportionate share, based upon the total RSF (as measured by its percentage of the buildings leasable area) of Landlord's estimated annual cost for **gas heat, trash compactor fees, and general maintenance** plus it shall pay for its use of the trash compactor on a **per use basis**. Tenant shall also pay on a monthly basis, its proportionate share (as measured by its percentage of the Boston Marine Industrial Park's total leasable building area) of the cost to Landlord of providing **general maintenance, snow removal, security, street lighting, landscaping, and other services** provided by the Landlord to the Boston Marine Industrial Park.

Tenant shall make arrangements to separately meter and pay utility provider for **electricity** used in the Leased Premises.

PARKING:

Along with the Leased Premises, EDIC will make available for Tenant's exclusive use one parking space located at a convenient site to be determined by EDIC. Landlord's "in common" visitor short-term metered parking is available for Tenant's invitees only in front of the building. Parking is also available in the public parking garage for tenants, employees, invitees, and the general public at a daily and monthly market rate. The current monthly rate is \$150.00.

SECURITY DEPOSIT:

To equal One Month's Fixed Rent to be held by Landlord. Interest shall accrue to Landlord.

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EMPLOYMENT OF BOSTON RESIDENTS:

Tenant understands that the Leased Premises are being provided as part of an overall program to provide jobs for the people of the City of Boston. In obtaining employees for new positions and filling vacancies for its operations on the Leased Premises, Tenant agrees to use best efforts to hire at least 50% residents of the City of Boston and to include low and moderate-income persons. Tenant agrees to give best efforts to hire 25% minorities and 10% women.

BROKERAGE:

Tenant acknowledges that it has had no involvement in this real estate transaction with a real estate brokerage firm other than St. James Real Estate. Tenant covenants to pay and hold harmless against any and all loss, cost, expense, or liability incurred by Landlord for any compensation, commissions and charges claimed by any broker other than St. James Real Estate or agent with respect to this Lease or any extension thereof.

Landlord shall compensate St James Real Estate through a separate agreement.