

**LEASE AND DEVELOPMENT AGREEMENT COMPONENTS
MODIFICATION AGREEMENT**

THIS LEASE AND DEVELOPMENT AGREEMENT COMPONENTS MODIFICATION AGREEMENT (“Agreement”) made this 26 day of September, 2019, by and between the Town of Braintree, a Massachusetts municipal corporation having a principal place of business at One JFK Memorial Drive, Braintree, Massachusetts (“Lessor”), and E Street LLC¹, with an address of 1105 E Street, Dedham, MA 02026 (“Assignee”).

WITNESSETH:

WHEREAS, Lessor and 5 Capital Management, Inc. (“Assignor 2”) entered into that certain Lease and Development Agreement Components dated April 15, 2015 (hereinafter referred to as the “Development Agreement”), pursuant to which Assignor 1 agreed to lease from Lessor the Premises stated therein and agreed to the development, use and operations thereon; and

WHEREAS, the Development Agreement was assigned by Assignor 2 to Assignee in accordance with that certain Assignment and Assumption Agreement dated of even date (the “Assignment Agreement”); and

WHEREAS, in connection with the Assignment Agreement, and as a condition to the effectiveness thereto, the parties hereto desire to modify the Development Agreement with respect to Assignee’s obligations and timetable for performance, all as more specifically detailed below.

WHEREAS, the parties hereto desire to amend and supplement the Development Agreement, all as hereinafter provided.

NOW THEREFORE, in consideration of the foregoing and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual promises contained herein, the parties hereto, intending to be legally bound, agree as follows:

- 1) Recitals. Each of the foregoing recitals and representations form a material part of this Agreement and are incorporated herein by this reference.
- 2) From and after the effective date hereof, Assignee shall be deemed to be the LESSEE named under the Development Agreement.
- 3) To Strike Section 5, subsection (c) in its entirety and replace with the following: “the sum of One Million Dollars (\$1,000,000) for the design and construction of the Petersen Pool and related facilities, which has been paid in full as of the date of the execution of this Modification.”

¹ Or nominee

4) Defined Terms. Terms that are defined in the Development Agreement shall have the same meanings when such terms are used in this Agreement.

5) Time is of the Essence. Time is of the essence with respect to each and every obligation arising under this Agreement and the Development Agreement.

6) Binding Effect. All of the covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

7) Confirmation of Terms. All of the terms, covenants and conditions of the Development Agreement, except as are herein specifically modified and amended, shall remain in full force and effect, and are hereby adopted and reaffirmed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and date set forth above.

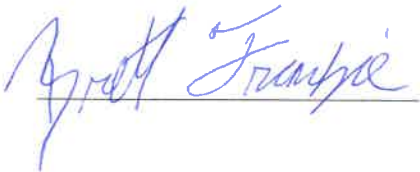
WITNESS:



LESSOR:
TOWN OF BRAINTREE:

By: 
Name: Joseph C. Sullivan

WITNESS:



LESSEE:
E STREET LLC

By: 
Name: Paul G. Colkidas

4817-6911-9128.1