

## SECOND AMENDMENT TO PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AGREEMENT (this "Amendment") is entered into as of September 19, 2013, by and among MARY BORIS ("Seller"), and MCRT INVESTMENTS LLC, a Delaware limited liability company, or its assigns ("Purchaser").

### BACKGROUND:

A. Seller, Mr. Vincent P. Boris ("Mr. Boris") and Purchaser entered into that certain Purchase Agreement dated as of February 29, 2012, as amended by that certain First Amendment to Purchase Agreement dated as of May 29, 2012 (as amended, the "Agreement") for the sale and purchase of that certain property located in Needham, Massachusetts, more particularly described in the Agreement (the "Property")

B. Title to the Property passed by operation of law to Seller, as surviving tenant by the entirety, upon the passing of Mr. Boris on April 5, 2013.

C. Seller and Purchaser desire to amend the Agreement pursuant to the terms and conditions of this Amendment.

### AGREEMENT:

1. **Background; Defined Terms.** The Background is incorporated herein by this reference. Any terms used but not defined in this Amendment shall have the meanings ascribed thereto in the Agreement.

2. **Section 7.** Section 7 of the Agreement is amended in its entirety as set forth in **Exhibit A** attached hereto and incorporated herein by this reference.

3. **Deliveries to the Title Company.** Seller agrees to deliver to the Title Company: (a) a certified copy of the death certificate for Mr. Boris as soon as practicable; and (b) any other documentation that the Title Company may reasonably require concerning the passing of Mr. Boris within a reasonable period of time after the Title Company so requests, but in any event prior to Closing.

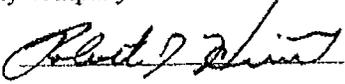
4. **Miscellaneous.** Except as modified hereby, the Agreement is and shall remain in full force and effect in accordance with its terms. This Amendment may be executed in as many counterparts as may be required. Execution and delivery of this Amendment by facsimile or email transmission shall be good and valid execution and delivery for all purposes.

[Signatures appear on next page.]

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

PURCHASER:

MCRT INVESTMENTS LLC, a Delaware limited liability company

By: 

Name: Robert D. Hewitt

Title: Vice President

SELLER:

  
MARY BORIS

The undersigned acknowledges and agrees to act as Title Company in accordance with the terms of this Amendment.

COMMONWEALTHLAND TITLE INSURANCE COMPANY

By: 

Name: Patricia M. Carlson

Title: AVP & Commercial Counsel

## EXHIBIT A

### 7. Seller's Residential Lease and Subsequent Lease at the Intended Improvements.

(a) During the Investigation Period, Purchaser and Seller will use good faith efforts to negotiate a mutually acceptable form of residential lease (the "**Residential Lease**") in connection with the lease by Purchaser to Seller of the Residential Property, which shall include the following: the current front yard (fronting on Greendale Avenue), the current side yard on the northwest side of the Property, a back yard extending fifty (50) feet from the back of the single family home and a side yard on the northeast side of the single family home extending fifty (50) feet from the northeast side of the single family home. The defined term "**Residential Property**" shall be deemed to refer to the single family home, the front yard, the two (2) side yards and the back yard described in this Section 7(a). The Survey shall show this configuration of the Residential Property.

(b) The Residential Lease shall provide, among other things, that Seller, at Seller's sole cost and expense, shall: (i) maintain and repair the Residential Property to at least the Residential Property's current condition; (ii) regularly cause the lawn to be mowed in the growing seasons, and snow removed during winter months; and (iii) pay all utilities and real estate taxes in connection with the Residential Property and provide Purchaser with evidence of payment thereof. Except as explicitly provided in the Residential Lease, Purchaser shall have no obligation with respect to the maintenance of the Residential Property or with respect to the payment of utilities and real estate taxes in connection with the Residential Property. Seller shall be allowed to occupy the Residential Property pursuant to the Residential Lease until the earlier to occur of: (A) the date that Seller is no longer in actual physical occupancy (as defined herein) of the Residential Property; or (B) the Lease Termination Date (as defined in Section 7(e) below). Seller shall not have any right to assign the Residential Lease or sublet all or any portion of the Residential Property. As used herein, "**actual physical occupancy**" means that Seller is actually living and residing at the Residential Property as opposed to a convalescent or nursing home. It is understood and agreed that when Seller dies or enters long term care with no reasonable expectation of returning to the Residential Property to live, the Residential Lease will terminate and the surviving heirs shall have a period of forty-five (45) days thereafter to remove all personal property from the Residential Property. The Residential Lease shall further provide that Seller may occupy the Residential Property for One and No/100 Dollars (\$1.00) per year rent.

(c) During construction of the Intended Improvements, Purchaser, at Purchaser's expense, shall construct a reasonable buffer separating the Residential Property from the rest of the Property in a location reasonably acceptable to the parties and mutually agreed to between the parties during the Investigation Period. Seller understands and agrees that the buffer may need to be relocated from time to time by Purchaser, at its expense, during the course of construction of the Intended Improvements to accommodate construction of certain elements of the Intended Improvements.

(d) Seller shall be responsible for purchasing and maintaining liability and casualty insurance for the Residential Property; provided, however, that if casualty insurance for the single family home is not available to Seller but must be purchased by the fee simple owner of

the single family home, Purchaser shall purchase and maintain such casualty insurance and Seller shall reimburse Purchaser for all premiums for such insurance promptly upon Seller's receipt from Purchaser of Notice of the type and amount of insurance purchased. If Purchaser purchases such insurance and Seller reimburses Purchaser for such premiums, and if all or any portion of the Residential Property is damaged or destroyed by fire or other casualty insured upon, Purchaser shall have no obligation to repair, replace or rebuild all or any portion of the Residential Property, the insurance proceeds thereof shall be paid to Seller and the Residential Lease shall terminate.

(e) The Residential Lease shall terminate, and Seller shall have the option to move into the Intended Improvements, subject to the following:

(i) Purchaser shall deliver Notice (the "**Lease Termination Date Notice**") to Seller at such time as Purchaser is able to determine a delivery date (the "**Lease Termination Date**") for a two (2) bedroom unit on the ground floor reasonably near the garage on the Greendale Avenue side of the Intended Improvements (the "**Unit**"). The Residential Lease shall automatically terminate on the Lease Termination Date.

(ii) Seller shall deliver Notice to Purchaser within seven (7) days after Seller's receipt of the Lease Termination Date Notice that Seller elects either to move into the Unit or to move to a location other than the Intended Improvements. In no event may Seller remain in possession of the Residential Property after the Lease Termination Date except as specifically provided in this Section 7.

(iii) If Seller elects to move into the Unit:

(A) Seller shall cooperate with Purchaser to move into the Unit at Seller's earliest convenience. At such time Seller vacates the Residential Property, Seller shall remove all personal property from the Residential Property. Any personal property not removed by Seller shall be deemed abandoned by Seller and may be removed by Purchaser as part the demolition of the Residential Property.

(B) Seller shall occupy the Unit pursuant to and shall be obligated to comply with Purchaser's standard form of lease; provided, however, that Seller shall not be obligated to pay any rent pursuant thereto but shall be obligated to pay any other amounts that tenants of the Intended Improvements are generally obligated to pay, i.e., utilities. Seller shall have the same parking rights as other tenants of the Intended Improvements.

(C) Seller may occupy the Unit until Seller dies or enters long term care with no reasonable expectation of returning to the Unit to live, at which time the lease for the Unit will terminate and the surviving heirs shall have a period of thirty (30) days thereafter to remove all personal property from the Unit.

(D) Seller may not assign its interest in the lease to the Unit or sublease any space in the Unit; provided, however, that Seller may have a family member(s) or companion(s) reside either full time or from time to time in the Unit at no charge to Seller.

(iv) If Seller does not elect to move into the Unit, Seller shall vacate the Residential Property within four (4) weeks after the Lease Termination Date. At such time as Seller vacates the Residential Property, Seller shall remove all personal property from the Residential Property. Any personal property not removed by Seller shall be deemed abandoned by Seller and may be removed by Purchaser as part the demolition of the Residential Property.