

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3 TO LEASE NO. GS-03B-09478
ADDRESS OF PREMISES 1201 College Park Drive, 1 st Floor Dover, DE 19904-8703	PDN Number: PS0024951

THIS AGREEMENT, made and entered into this date by and between

Bay Developers, Inc.

whose address is: 200 Weston Drive
Dover, DE 19904-2786

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease. (i) to outline the effective date of the lease, (ii) to outline change orders in the amount of \$7,603.00, (iii) correct the amortized annual cost for tenant improvement allowance, and (iv) to incorporate security alarm monitoring and managed access services into the operating costs.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective November 16, 2012, as follows:

A. Paragraph 2 of Standard Form 2 of the lease is hereby deleted and the following Paragraph 2 subsisted in lieu thereof:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on **November 16, 2012** through and including **November 15, 2022**, subject to termination and renewal rights as may be hereinafter set forth."

B. The Government shall reimburse the Lessor in a lump sum payment in the amount of \$7,603.00, which is outlined in the attached spreadsheet (Attachment A). This represents the cost of change orders to date for this lease. The Government shall reimburse the Lessor in a one-time lump sum payment upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer. The original invoice must be submitted directly to the GSA Finance Office at the following address:

<http://www.finance.gsa.gov>

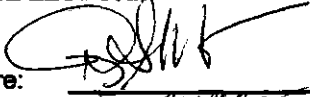
OR to the following address:

This Lease Amendment contains 5 pages.

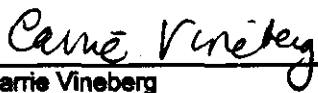
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

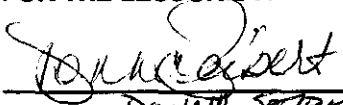
FOR THE LESSOR:

Signature: 
 Name: FENRYMAS
 Title: OWNER
 Entity Name: Bay Developers, Inc.
 Date: 12/5/12

FOR THE GOVERNMENT:

Signature: 
 Name: Carrie Vineberg
 Title: Lease Contracting Officer
GSA, Public Buildings Service,
 Date: 12-11-12

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: DENNA SEIBERT
 Title: ADMIN ASST
 Date: 12/5/12

GSA, Greater Southwest Region (7BCP)
P.O. Box 17181
Fort Worth, Texas 76102-0181.

A copy of the invoice must also be mailed to the Contracting Officer at:

GSA, Public Buildings Service
North Service Center (3PRNE)
20 North Eighth Street, 8th Floor
Philadelphia, PA 19107-3191 Attn: Carrie Vineberg

For an invoice to be considered proper, it must:

- (1) Be received after the execution of this SLA,
 - (2) Reference the Pegasys Document Number (PDN) specified on this form,
 - (3) Include a unique, vendor-supplied, invoice number,
 - (4) Indicate the exact payment amount requested,
 - (5) Specify the payee's name and address as shown on the Lease,
 - (6) Lease contract number, building address, and a description, price and quantity of the items delivered
- If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

Payment will be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

C. Paragraph 12 of the Rider to the Lease is hereby deleted and the following Paragraph 12 substituted in lieu thereof:

"12. OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$6.00 per RSF (\$25,176.00/annum)."

D. Paragraph 14 of the Rider to the Lease is hereby deleted and the following Paragraph 14 substituted in lieu thereof:

"Years 1 through 10:

Shell Rent: \$42,967.01 per year,

Amortized annual cost of Tenant Improvement Allowance*: \$22,676.55 per year

In accordance with lease negotiations, the Tenant Improvement rate stated above reflects an interest rate of 6% over a 120 month period, which exceeds the firm term of the lease. Should the Government exercise its termination rights, the Government shall have no obligation to pay the Lessor any remaining balance for the Tenant Improvement rent beyond the firm term of the lease.

Interest rate at which Tenant Alterations are amortized: 6%

Amortized annual cost for Building Specific Security: \$461.56 per year

Annual Cost of Services: \$26,340.00 per year, plus accrued escalations per Exhibit 1, Paragraph 4.3, and "Operating Costs"


* The Government expended the full tenant improvement allowance of \$170,212.94 or \$45.02 per ANSI/BOMA Office Area Square Foot, which is included in the rent, using the 6% amortization rate over the firm term of 10 years.

Option 1: Five Years

INITIALS:


LESSOR

&


GOVT

Shell Rent: \$56,646.00 per year, plus accrued operating cost escalations."

- E. At an annual cost of \$1,164.00, the Lessor shall be responsible for security alarm monitoring and managed access services. This cost is captured in the Operating Costs in Paragraph 14 of the Rider to the Lease. This amount (\$1,164.00) shall not be included in the annual operating cost escalation.

INITIALS: DM & CV
LESSOR GOVT