

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	<b>LEASE AMENDMENT No. 1</b>
<b>LEASE AMENDMENT</b>	<b>TO LEASE NO. GS-03B-12084</b>
<b>ADDRESS OF PREMISES</b> The Vineyards at Nassau Valley 12001 Old Vine Boulevard Lewes, DE 19958-1688	<b>PDN Number:</b> PS0028379

**THIS AMENDMENT** is made and entered into between

Vineyards 3E Holdings, LLC

whose address is: 1 Kathleen Drive  
Jackson, NJ 08527-2276

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

**WHEREAS**, the parties hereto desire to amend the above Lease. To issue notice to proceed on the tenant improvements, a portion to be amortized in the rent and also a portion to be paid lump sum, and to provide invoicing instructions for the work to be paid lump sum.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective February 26, 2014 as follows:

1. This Lease Amendment serves as a Notice to Proceed for the Tenant Improvement (TI) buildout in the amount of \$233,827.87.

The summary of Tenant Improvement costs to date is \$233,827.87, of which \$183,800.87 shall be amortized over one-hundred twenty (120) months at an interest rate of five and a half percent (5.5%), and \$50,027.00 shall be paid to the Lessor via a one time lump-sum payment from the Government, upon acceptance of the space by the Government.

The Lessor shall furnish all labor, materials, tools, equipment, services, and associated work to provide, install, complete and maintain said work, outlined in Exhibit A, within one-hundred twenty (120) calendar days, June 26, 2014.

This Lease Amendment contains 3 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:**

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity Name: \_\_\_\_\_  
Date: 2/27/14

Signature: \_\_\_\_\_  
Name: Br \_\_\_\_\_  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, 3PRSC  
Date: 3/4/2014

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: ADMINISTRATIVE ASSISTANT  
Date: 2/27/14

3. After inspection and acceptance of work by the Government, a properly executed original invoice in the amount of \$50,027.00 shall be forwarded to:

General Services Administration (GSA)  
Greater Southwest Region (7BC)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

A copy of the invoice must also be mailed to:

GSA, Public Buildings Service  
South Service Center  
Attn: Brian Brophy, Contracting Officer  
20 North 8<sup>th</sup> Street, 8<sup>th</sup> Floor  
Philadelphia, PA 19107-3191

For an invoice to be considered proper, it must:

1. Be received after the execution of this LA
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, and
5. Specify the payee's name and address.

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

INITIALS:

  
LESSOR

&

  
GOVT