

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-03P-LDE12223
<b>ADDRESS OF PREMISES</b> <b>Creekwood Office Complex III</b> <b>920 Basin Road</b> <b>New Castle, DE 19720-1736</b>	PDN Number:

**THIS AMENDMENT** is made and entered into between  
**COMMONS BLVD., L.P.**

whose address is 405 E. Marsh Lane  
Suite 1  
Wilmington, DE 19804-2445

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 establish the lease term, establish the square footage and establish full rent commencement.

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 April 20, 2017 as follows:

- A. The lease term is established as December 1, 2015 through November 30, 2025, subject to termination and renewal rights as may be hereinafter set forth.
- B. Paragraph 1.01, sub-paragraph A of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:
  - A. Office and Related Space: **30,015** rentable square feet (RSF), yielding **27,842** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **2<sup>nd</sup>** and **3<sup>rd</sup>** floors and known as Suite 200 of the Building, as depicted on the floor plan(s) attached to the original Lease.

This Lease Amendment contains 2 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: COMMONS BLVD., L.P.  
Date: 5-17-17

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 5/25/2017

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: AIR OP OPERATIONS  
Date: 5-17-17

C. Paragraph 1.03, sub-paragraph A of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$415,542.27	\$469,134.45
TENANT IMPROVEMENTS <sup>2</sup>	\$139,033.60	\$0
OPERATING COSTS <sup>3</sup>	\$ 224,717.06	\$ 224,717.06
<b>TOTAL ANNUAL RENT</b>	<b>\$779,292.93</b>	<b>\$693,851.51</b>

<sup>1</sup>Shell rent:

(Firm Term) \$13.84 per RSF (rounded) multiplied by 30,015 rentable square feet

(Non Firm Term) \$15.63 per RSF (rounded) multiplied by 30,015 rentable square feet

<sup>2</sup>Tenant Improvements: \$447,285.85 is amortized at a rate of 6% per annum over the remaining firm term of the lease.

<sup>3</sup>Operating Costs: \$7.49 (rounded) per RSF multiplied by 30,015 rentable square feet (\$224,717.06, subject to annual CPI escalations)

D. Paragraph 1.13 of the Lease, Operating Cost Base is hereby amended by deleting the existing text and inserting in lieu thereof the following:

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$224,717.06 per annum.

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 above date

INITIALS:

  
LESSOR

&

  
GOVT