

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
LEASE AMENDMENT

LEASE AMENDMENT NO. 2

TO LEASE NO. **GS-03B-09479**
PDN Number: **PS0024160**

ADDRESS OF PREMISES

1203 College Park Drive, 1st Floor
Dover, DE 19904-8703

THIS AGREEMENT, made and entered into this date by and between
Bay Developers, Inc.
whose address is 200 Weston Dr.
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 order tenant improvements which exceed the tenant improvement allowance in the amount of \$23,425.72. (ii) to incorporate the security proposal, (iii) to incorporate the telecommunication proposal, (iv) to incorporate the trenching proposal.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective August 9, 2012, as follows:

- A. The parties agree that the Government issued a Notice to Proceed for construction of the tenant improvements via letter (copy attached) dated August 9, 2012 in the amount of \$145,610.00. The tenant improvement allowance outlined in the lease is \$122,184.28. The Government hereby orders the balance of \$23,425.72 to be paid as a one time lump-sum payment as outlined in Paragraph B of this SLA.

Continued on next page

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.

This Lease Amendment contains 6 pages.

FOR THE LESSOR:

Signature: [Signature]
Name: Henry Mast
Title: Owner
Entity Name: Bay Developers, Inc.
Date: _____

FOR THE GOVERNMENT:

Signature: Carrie Vineberg
Name: Carrie Vineberg
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 8-14-12

WITNESSED FOR THE LESSOR BY:

Signature: [Signature]
Name: DONNA SEIBERT
Title: ADMIN ASST
Date: _____

Lessor [Signature] Government [Signature]
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- B. Upon completion, inspection and acceptance of the space by the Government, the Lessor shall submit a properly executed original invoice. The Government shall reimburse the Lessor in a one-time lump-sum payment in the amount of \$23,425.72 upon receipt of this properly executed original invoice. The invoice must be submitted directly to the GSA Finance Office at:

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

OR to the following address:

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. The attached proposals from B-Safe, Under/ Comm, Inc., and David W. Thompson, Inc. are to be provided by the Lessor as part of the Tenant Improvements. These costs are outlined in the attached TICS spreadsheet.