

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 3
LEASE AMENDMENT	TO LEASE NO. GS-03B-09479
ADDRESS OF PREMISES 1203 College Park Drive, 1 st Floor Dover, DE 19904-8703	PDN Number: PS0025088

THIS AGREEMENT, made and entered into this date by and between
Bay Developers, Inc.

whose address is: 200 Weston Dr
Dover, DE 19004-2786

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 lump a sum payment in the amount of \$21,895.04 for change orders and to buy down a portion of the tenant improvement allowance, and (iii) to reduce the annual rent to reflect decrease in the amount of tenant improvements amortized in the rental

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 the Standard Form 2 of the lease is hereby deleted and the following Paragraph 2 substituted in lieu thereof:
"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 may be herein after set forth."
- B. The Government shall reimburse the Lessor in a lump sum payment in the amount of \$21,895.04 for change orders and for buying down the tenant improvement allowance, which is outlined in the attached spreadsheet (Attachment A). 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>

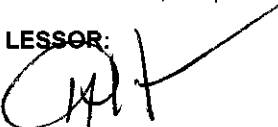
OR to the following address:

This Lease Amendment contains 3 pages.

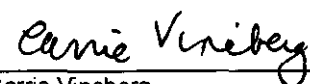
All other terms and conditions of the lease shall remain in force and effect.

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


FOR THE LESSOR:

Signature: 
Name: HENRY MAST
Title: OWNER
Entity Name: Bay Developers, Inc.
Date: 12/11/12

FOR THE GOVERNMENT:

Signature: 
Name: Carrie Vineberg
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 12-17-2012

WITNESSED FOR THE LESSOR BY:

Signature: 
Name: DONNA SEIBERT
Title: ADMINISTRATIVE ASSISTANT
Date: 12/11/12

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 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: \$31,877.50 per year,

Amortized annual cost of Tenant Improvement Allowance*: \$13,489.48 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: \$399.67 per year

Annual Cost of Services: \$18,939.90 per year, plus accrued escalations per Exhibit 1, Paragraph 4.3, and "Operating Costs"

*The full Tenant Improvement Allowance of \$122,184.28 or \$45.02 per ANSI/ BOMA Office Area Square Foot was expended. However, the Government has elected to provide a lump sum payment of \$20,930.64 in order to buy down a portion of the tenant improvement costs. Therefore tenant improvements in the amount of \$101,253.64 is amortized in the rent, using the 6% amortization rate over the term of 10 years.

Option 1: Five Years

Shell Rent: \$41,985.00 per year or \$13.50 per rentable square foot, plus accrued operating cost escalations."

INITIALS:


LESSOR

&


GOVT