

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO. 04

DATE  
11-28-2011

TO LEASE NO: GS-03B-09416  
Pegasys Number PS0022081

ADDRESS OF PREMISES 500 W. Loockerman Street  
Dover, Delaware 19904-7309

**THIS AGREEMENT**, made and entered into this date by and between The Duncan Center, LLC

whose address is 500 W. Loockermen Street, Suite 600  
Dover, Delaware 19904-7309

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

**WHEREAS**, the parties hereto desire :outline a lump sum payment for additional design fees; outline the effective date of the lease; provide for the settlement of the actual tenant improvements, and provide for the settlement of the architectural and engineering fees.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **November 2, 2011**, as follows.

- A. The section of Paragraph 12 of the rider to the Lease starting with "Years 1 through 15 and ending with Annual cost of services" is hereby deleted and replaced with the following:

"11. **Years 1 through 15:**

A total annual rental of \$62,005.03, at the rate of \$5,167.09 per month consisting of :

**Shell Rent:** \$38,273.04 per year

**Amortized Cost for Tenant Alteration Allowance:** \$11,410.47 per year

**Interest rate at which Tenant Alterations are amortized:** 6%

**Annual cost of services:** \$12,321.52 per year, plus accrued escalations

- B. Paragraph 2 of the Standard Form 2 of the lease is hereby deleted and the following Paragraph 2 substituted in lieu thereof:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on **November 2, 2011** through and including **November 1, 2026**, subject to termination and renewal rights are may be hereinafter set forth."

- C. The following is added to Paragraph 6 of the GSA Standard Form 2:

q. Exhibit C, Rent Calculation

r. Exhibit D, Notice to Proceed Calculation

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

**IN WITNESS WHEREOF**, the parties subscribed there names as of the above date.

LESSOR: The Duncan Center, LLC

BY [Signature]  
(Signature)

Pres  
(Title)

IN PRESENCE OF

[Signature]  
(Signature)

[Redacted]  
(Address)

UNITED STATES OF AMERICA GSA, Public Building Services, North Service Center

BY Carrie S. Vineberg  
(Signature)

Contracting Officer  
(Official Title)

- D. The General Services Administration (GSA) hereby agrees to pay an additional cost of \$10,856.00 for design work performed by the Lessor's architect and/or engineers, in addition to the \$2,500.00 included in the Notice to Proceed spreadsheet. In consideration for General Services Administration's allowance for additional design work as detailed in the preceding sentence, the Lessor, Duncan Center, LLC, discharges, remises, and releases GSA from any and all claims, demands, and causes of action, legal, and equitable, known and unknown, of any kind and nature whatsoever, past, present, and future arising out of or related to the design and engineering process, including the payment of interest, attorney's fees, or other cost related to leases GS-03B-09416 and GS-03B-09419.

Upon completion of all build-out for this Lease, the Lessor shall notify the Contracting Officer to arrange for an inspection. After inspection and acceptance by the Government, as well as the Lessor's submission of the required As-Built drawings (per paragraph 5.11 of the lease), 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 \$10,856.00 upon receipt of this properly executed original invoice. The invoice must be submitted directly to the GSA Finance Office at the following address:

General Services Administration  
Greater Southwest Region (7BC)  
P.O. Box 17181  
Fort Worth, TX 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, and
- 5) Specify the payee's name and address. The payee's name and address must **EXACTLY** match the lessor's name and address listed above, or, if completed, the remittance name and address specified below. If the lessor chooses to have payments sent to an address other than the one listed above, that remittance address must be entered below.

Remit To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

RM Lessor & W Government