

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 5
	TO LEASE NO. GS-03B-09479
ADDRESS OF PREMISES 1203 College Park Drive, 1 <sup>st</sup> Floor Dover, DE 19904-8703	PDN Number:

**THIS AGREEMENT**, made and entered into this date by and between

Bay Developers, Inc.

whose address is: 200 Weston Drive  
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 to change the hours of cleaning to daytime hours; to increase the annual amount of the operating costs and to increase the annual rental.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective March 1, 2013, as follows:

A. Paragraph 12 of the Rider to the Lease is hereby deleted and the following Paragraph 12 substituted in lieu thereof:

"12. For purposes of determining the base rate for future adjustments to the operating cost, the Government agrees that the base rate of \$7.575531 per rentable square foot (\$23,559.90/annum) is acceptable. This figure includes the Government's pro-rata share of operating costs."

B. A portion of Paragraph 14 of the Rider to the Lease is hereby deleted and the following portion of Paragraph 14 is substituted in lieu thereof, starting with:

**"Years 1 through 10:**

**Shell Rent:** \$31,877.50 per year,

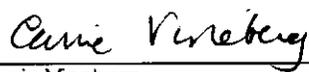
**Amortized annual cost of Tenant Improvement Allowance\*:** \$13,489.48 per year

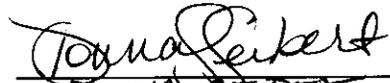
This Lease Amendment contains 2 pages.

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:**  
  
Signature: \_\_\_\_\_  
Name: HENRY MAST  
Title: OWNER  
Entity Name: Bay Developers, Inc.  
Date: 2/26/13

**FOR THE GOVERNMENT:**  
  
Signature: \_\_\_\_\_  
Name: Carrie Vineberg  
Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
Date: 2-26-2013

**WITNESSED FOR THE LESSOR BY:**  
  
Signature: \_\_\_\_\_  
Name: DONNA SEIBERT  
Title: ADMIN ASSISTANT  
Date: 2/26/13

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:** \$23,559.90 per year, plus accrued escalations per Exhibit 1, Paragraph 4.3, and "Operating Costs"

\* The Government expended the full tenant improvement allowance of \$122,184.28 or \$45.02 per ANSI/BOMA Office Area Square Foot, which is included in the rent, using the 6% amortization rate over the firm term of 10 years.

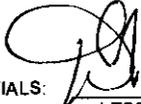
**Option 1: Five Years**

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

C. Subparagraph A of Paragraph 4.8 of the Lease is hereby deleted and the following Subparagraph A substituted in lieu thereof:

**"JANITORIAL SERVICES (AUG 2008)**

A. Cleaning services shall be performed between the hours of 12:00 p.m. and 5:00 p.m. "

INITIALS:  &   
LESSOR & GOV'T