

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 2
	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>	<b>PDN Number:</b>  <p style="text-align: center;">PS0036294</p>

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 issue the Notice to Proceed for the construction of the Tenant Improvements and provide for a lump sum payment for a portion of the Tenant Improvements for the Government.


**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 September 16, 2016 as follows:

- A. Commons Blvd., L.P. is hereby authorized to begin construction of the Tenant Improvements for the Government in the agreed upon amount of **\$309,544.18** in accordance with all Lease requirements, the Design Intent Drawings, Construction Drawings and the fixed price proposal dated August 10, 2016 and further revised and sent via email dated September 6, 2016 (incorporated by reference). Tenant Improvements in the amount of \$300,978.18 will be amortized at the rate of 6% over the term of five years. The Government will pay a one-time lump sum payment upon completion and acceptance of the Tenant Improvements in the amount of \$8,566.00.
- B. The Lessor shall furnish all labor, materials, tools, equipment, services and associated work to perform the scope of work in accordance with the Lessor's proposal submitted September 6, 2016. This document is incorporated by reference.


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.

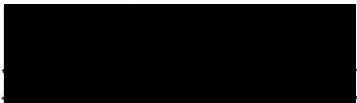
**FOR THE LESSOR:**

Signature:  *Sec.*  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity Name: COMMONS BLVD., LP  
Date: 9-20-16

**FOR THE GOVERNMENT:**

Signature:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 9/21/2016

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: \_\_\_\_\_  
Title: DIR. OF OPERATIONS  
Date: 9-20-16

- C. Lessor shall complete all alterations, improvements, and repairs required by this Lease Amendment (LA) and deliver the space alterations within 60 working days of the construction kickoff meeting.
- D. 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 \$8,566.00 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  
Real Estate Acquisition Division, 3PRND  
100 S. Independence Mall West  
Philadelphia, PA 19106  
Attn: Eileen Marengo

For an invoice to be considered proper, it must:

- 1) Be received after the execution of this LA,
- 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 Legal Business Name or DBA associated with it in System for Award Management (SAM) for the DUNS included above.

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.

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