

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	<b>LEASE AMENDMENT No. 2</b>  <b>TO LEASE NO. GS-03P-LPA12189</b>
<b>ADDRESS OF PREMISES</b> 134 S 4 <sup>th</sup> Street Easton, PA 18042-4581	<b>PDN Number:</b> <b>PS0035306</b>

**THIS AMENDMENT** is made and entered into between

Easton Ventures, Inc.

whose address is: 1528 Shelbourne Drive Bethlehem, PA 18018

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 document the NTP of Change Order #1 (Security), increase the TI.

**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 June 14, 2016 as follows:

1. Notice to Proceed for Change Order #1 was issued on June 14, 2016
2. The Lessor shall furnish all labor, materials, tools, equipment, services, and associated work to provide, install, complete and maintain said work, outlined in the Scope of Work (Exhibit A).
3. Upon completion and the Government's inspection and acceptance of work in Exhibit A, the Government shall pay the Lessor a one-time lump sum payment of \$171,854.79 as summarized in the attached proposals dated May 6, 2016 and (Exhibit B).
4. After inspection and acceptance of work by the Government, a properly executed original invoice shall be forwarded to:

This Lease Amendment contains {26} 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: Kevin KAPPA

Title: Owner

Entity Name: Easton Ventures Inc.

Date: 6/22/16

**FOR THE GOVERNMENT:**

Signature: 

Name: Lyndsey Sailer

Title: Lease Contracting Officer

GSA, Public Buildings Service, 3PRKNK

Date: 6/28/16

**WITNESSED FOR THE LESSOR BY:**

Signature: 

Name: KEVIN KAPPA

Title: WITNESS

Date: JUL 22 2016

General Services Administration (GSA)  
 Greater Southwest Region (7BC)  
 P.O. Box 17181  
 Fort Worth, TX 76102-0181

A copy of the invoice must also be mailed to:

GSA, Public Buildings Service  
 North Branch, Pittsburgh Section (3PRNK)  
 Attn: Lyndsey Salter, Contracting Officer  
 100 S Independence Mall West  
 Philadelphia, PA 19106

For an invoice to be considered proper, it must:

Be received after the execution of this LA  
 Reference the Pegasys Document Number (PDN) specified on this form: PS0035306  
 Include a unique, vendor-supplied, invoice number  
 Indicate the exact payment amount requested, and  
 Specify the payee's name and address.

Payment will be due within thirty (30) calendar days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

5. The Lessor's overhead and profit for this change order will be paid via an increase in the Tenant Improvements Rent. The Tenant Improvements Rent will be increased by \$6874.19.

- A. Paragraph 1.03 A is hereby deleted in its entirety and the following is inserted in lieu thereof: "A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM, YEARS 1-5	NON-FIRM TERM, YEARS 6-11
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$ 182,101.76	\$192,979.52
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 29,813.69	\$0.00
OPERATING COSTS <sup>3</sup>	\$ 68,288.16	\$ 68,288.16
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$3,521.91	\$0.00
PARKING <sup>5</sup>	\$ 0.00	\$ 0.00
<b>TOTAL ANNUAL RENT</b>	<b>\$ 283,725.52</b>	<b>\$ 261,267.68</b>

<sup>1</sup>Shell rent calculation:

(Firm Term) \$18.08 per RSF (rounded) multiplied by 10,072 RSF

(Non-Firm Term) \$19.16 per RSF (rounded) multiplied by 10,072 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$128,978.20 is amortized at a rate of 6.5 percent per annum over 5 years.

<sup>3</sup>Operating Costs rent calculation: \$6.78 per RSF (rounded) multiplied by 10,072 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$16,000.00 are amortized at a rate of 6.5 percent per annum over 5 years

<sup>5</sup>Parking costs described under sub-paragraph H below

INITIALS:

LESSOR

&

GOVT