

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-03P-LPA12169
ADDRESS OF PREMISES 201 Lackawanna Avenue Scranton, PA 18503-1953	PDN Number: PS0032800

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

Scranton Lackawanna Industrial Building Company (SLIBCO)

whose address is: 222 Mulberry Street  
Scranton, PA 18501-0431

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 **1.) Establish Lease Commencement Date 2.) Clarify the annual rent and 3.) Issue Notice to Proceed for CO #3 (fire duct).**

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 January 25, 2016 as follows:

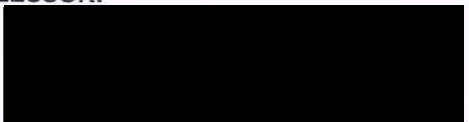

1. The Lease Term Commencement Date is hereby established as January 25, 2016. The lease term is established as January 25, 2016 through January 24, 2026.
2. Paragraph 1.01, sub-paragraph A of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:
  - A. "Office and Related Space: 4411 rentable square feet (RSF), yielding 3553 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space and an additional 259 RSF, yielding 209 ABOA SF of free space (for which the Government will not be charged rent, including real estate taxes and operating escalations in excess of the total 4411 RSF / 3553 ABOA SF indicated above, for a total of 4670 RSF, yielding 3762 ABOA SF), located on the 3<sup>rd</sup> floor and known as Suite 317, of the Building, as depicted on the floor plan(s) attached to the original Lease as Exhibit A. All rights, responsibilities and obligations that bind the Lessor and the Government under this lease agreement, including General Clauses, and any other attachments hereto, shall pertain to the entire space under lease, including free space."


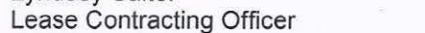
This Lease Amendment contains {3} pages.

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:**

**FOR THE GOVERNMENT:**

Signature:   
Name:   
Title: EXECUTIVE VICE PRESIDENT  
Entity Name: SCRANTON LACKAWANNA INDUSTRIAL BUILDING COMPANY  
Date: 11/25/16

Signature:   
Name:   
Title: Lease Contracting Officer  
GSA, Public Buildings Service, 3PRNK  
Date: 2/3/16

**WITNESSED FOR THE LESSOR BY:**

Signature:   
Name: VIRGINIA S. BOONICK  
Title: SECRETARY  
Date: 11/25/16

3. Paragraph 1.03, sub-paragraph A of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

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 6-10
	Annual Rent	Annual Rent
Shell Rent <sup>1</sup>	\$52,785.04	\$52,785.04
Tenant Improvements <sup>2</sup>	\$30,210.53	\$0.00
Operating Costs <sup>3</sup>	\$19,031.83	\$19,031.83
Building Specific Amortized Capital (BSAC) <sup>4</sup>	\$0.00	\$0.00
Parking <sup>5</sup>	\$0.00	\$0.00
<b>Total Annual Rent</b>	<b>\$102,027.40</b>	<b>\$71,816.87</b>

<sup>1</sup>Shell rent (Firm Term) calculation: \$11.97 per RSF multiplied by 4411 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$138,389.35 is amortized at a rate of 3.5 percent per annum over 5 years.

<sup>3</sup>Operating Costs rent calculation: \$4.31 per RSF multiplied by 4411 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$0 are amortized at a rate of 0 percent per annum over 0 years

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

4. Paragraph 1.03, sub-paragraphs B and C, are hereby deleted in their entirety.
5. GSA hereby issues notice to proceed with Change Order #3 (relocation of fire duct) as detailed in the attached price proposal Exhibit A

- A. Upon completion and the Government's inspection and acceptance of work the Government shall pay the Lessor a one-time lump sum payment [REDACTED] as summarized in the attached proposal (Exhibit A)
- B. After inspection and acceptance of the work by the Government, a properly executed invoice shall be submitted at:

<http://www.finance.gsa.gov>

- OR -

a properly executed original invoice shall be forwarded to:

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

If invoicing either electronically or by mail, a copy of the invoice must also be mailed to the Contracting Officer at:

GSA, Public Buildings Service  
Real Estate Acquisition Division  
The Dow Building  
100 S. Independence Mall West (2<sup>nd</sup> floor)  
Philadelphia, PA 19106 Attn: Lyndsey Salter

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, PS0032800
- ◆ Include a unique, vendor-supplied, invoice number,
- ◆ Indicate the exact payment amount requested, and
- ◆ 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 Central Contractor Registration (CCR) for the DUNS included above.

INITIALS:

  
LESSOR

&

  
GOVT

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.

INITIALS: AS & LS  
LESSOR GOV'T