

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1
	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.) **Issue Notice to Proceed for the construction of Tenant Improvements** 2.) **Provide for lump sum payment for a portion of the Tenant Improvement cost and to 3.) Clarify the annual rent.**

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 4, 2015 as follows:

1. Scranton Lackawanna Industrial Building Company has been issued notice to proceed with the construction of the Tenant Improvements for the [REDACTED] for the agreed upon amount of \$244,185.42, of which \$138,389.35 is to be amortized into the Tenant Improvements portion of the rent. The Government will pay a one-time lump sum payment upon completion and acceptance of the improvements in the amount of \$105,796.07 to cover the remaining construction costs.

A. The lessor shall complete the above design and construction within 70 working days of notice to proceed (December 14, 2015).

B. Upon completion of the work, the Lessor shall notify the contracting officer to arrange for an inspection. After inspection and acceptance of the work by the Government, a properly executed invoice shall be submitted at:

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

- OR -

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:**

**FOR THE GOVERNMENT:**

Signature: [REDACTED]  
Name: [REDACTED]  
Title: ROBERT F. DORFEL  
EXECUTIVE VICE PRESIDENT  
Entity Name: SCRANTON LACKAWANNA INDUSTRIAL BUILDING COMPANY  
Date: 9/4/15

Signature: [REDACTED]  
Name: [REDACTED]  
Title: Lease Contracting Officer  
GSA, Public Buildings Service, 3PRNK  
Date: 9/16/15

**WITNESSED FOR THE LESSOR BY:**

Signature: [REDACTED]  
Name: [REDACTED]  
Title: SECRETARY  
Date: 9/4/15

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  
 20 North Eighth Street, 8<sup>th</sup> Floor  
 Philadelphia, PA 19107-3191  
 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.

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.

2. Paragraph 1.03 A is hereby deleted in its entirety and the following is inserted in lieu thereof: 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>	\$ 52,785.04	\$52,785.04
TENANT IMPROVEMENTS RENT <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 calculation:  
 (Firm Term) \$11.97 per RSF (rounded) multiplied by 4,411 RSF  
 (Non-Firm Term) \$11.97 per RSF (rounded) multiplied by 4,411 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 (rounded) multiplied by 4,411 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 H below

INITIALS:  &   
 LESSOR GOVT