

U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE

6/17/10

LEASE NO.

GS-03B-09480

THIS LEASE, made and entered into this date by and between

Salus University

whose address is

8360 Old York Road  
Elkins Park, PA 19027-1516

and whose interest in the property hereinafter described is that of owner

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises: 23,375 Rentable Square Feet yielding 20,964 ANSI/BOMA Office Area square feet and related space located on the third floor and a portion of the second floor, at the Breyer Office Park, 8380 Old York Road, Elkins Park, Pennsylvania, 19027-1539, as depicted on the attached floor plan labeled "Exhibit A"(attached).

to be used for such purposes as determined by the General Services Administration

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 1, 2010 through June 30, 2020 subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$See Lease Rider Paragraph 12 at the rate of See Lease Rider Paragraph 12 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

Salus University  
C/O Panco Delaware  
395 West Passaic Street, Suite 251  
Rochelle Park, New Jersey 07662-3016

4. The Government may terminate this lease in whole or in part effective at any time after the seventh full year of occupancy by giving at least one-hundred twenty (120) days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

A. All services, utilities, maintenance, operations, and other considerations as set forth in this lease.

SCANNED

INITIALS

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LESSOR

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GOVERNMENT

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6. The following are attached and made a part hereof:
- A. Rider to Lease GS-03B-09480
  - B. Solicitation for Offers # 8PA2166, and Amendment # 1
  - C. GSA Form 3517B, "General Clauses"
  - D. GSA Form 3518, "Representations and Certifications"
  - E. Floor Plans (Exhibit "A")
  - F. Asbestos-Related Management Plan (Exhibit "B")

7. The following changes were made in this lease prior to its execution:

- a. the following paragraphs were deleted in their entirety:  
1.1-1.3, 1.6-1.9, 2.0-2.4, 3.1-3.3, 3.6, 4.10, 8.16, 10.14, 10.15, 10.17
- b. the following paragraphs were deleted in part and/or amended:  
6.7

This lease contains   112   pages

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

BY \_\_\_\_\_ (Signature)

IN PRESEN \_\_\_\_\_ (Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE

BY \_\_\_\_\_ Contracting Officer  
(Official title)

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8. In no event shall the lessor enter into negotiations concerning the space leased with representatives of Federal agencies other than Contracting Officers and their designated representatives of the General Services Administration.

9. The total percentage of space occupied by the Government under the terms of the lease is equal to 38.96 percent of the total space available in the lessor's building, and will be used as the basis for computing the Government's pro-rata share of real estate taxes, as defined in the Annual Real Estate Tax Escalation Clause. The percentage of occupancy is derived by dividing the total Government space of 23,375 rentable square feet by the total building space of 60,000 rentable square feet.

10. For purposes of determining the base rate for future adjustments to the operating cost, the Government agrees that the base rate of \$7.88 per ANSI/BOMA Office Area (ABOA) square foot, is acceptable. This figure includes the Government's pro-rata share of operating costs.

11. Notwithstanding any other provision of this agreement requiring the Government to give notice to exercise any option contained herein for extension of the lease for additional space in the facility, or for purchase of the facility, the lessor shall notify the Contracting Officer, in writing, at least thirty (30) calendar days and no more than sixty (60) calendar days prior to the time the option must be exercised. In the event the lessor fails to notify the Government, as required by this paragraph, the Government shall have the right to exercise the option at anytime prior to the expiration of the lease. If GSA exercises the option to renew the lease, said rental will be based on the amount of operating cost adjustments accrued up to date of renewal and calculation on the basis of the new adjusted base rate for services and utilities.

12. Lessor shall complete the following alterations, included within the shell build-out of the leased premises: replace existing carpet with new carpet tiles throughout, replace existing faucets in kitchen area, remove existing wall covering and replace with new paint and/or wall covering throughout. All work is to take place in accordance with the asbestos-related management plan provided by the Lessor. Colorboards must be provided within fourteen (14) working days of the request for such by the Contracting Officer. Said alterations must be completed within 3 months following the notice to proceed. All alterations work must occur after working hours. When Lessor has completed all such alterations, improvements, and repairs, Lessor shall promptly notify the Contracting Officer, who shall promptly cause the same to be inspected.

The cost of these alterations is estimated at \$230,000.00. Effective upon the date of completion of such alterations, improvements, and repairs and inspection and acceptance by the Government, the Government will pay additional shell rent for the actual costs of alterations performed as agreed upon by the Government, prorated over the remaining firm term of the lease.

Lessor AK Government SBP

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Upon completion and acceptance of the necessary alterations and upon the Government's inspection and acceptance of the expansion space, a Supplemental Lease Agreement will be issued to clarify the rental payments.

Upon the lease effective date rental shall be paid, in accordance with Paragraph 4.1 of the lease, "Measurement of Space" and Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the rate of:

Years 1 through 7

**Total Annual Rent: \$619,752.18, composed of the following:**

**Shell Rent:** \$454,555.86 per year or \$21.68 per ANSI/BOMA Office Area Square Foot (ABOA) Square Foot

**Annual Cost of Services:** \$165,196.32 per year or \$7.88 per ANSI/BOMA Office Area Square Foot (ABOA), plus accrued escalations per Paragraph 4.3 "Operating Costs"

**Parking:** included in shell rent; no additional cost

Years 8 through 10

**Total Annual Rent: \$747,576.24, composed of the following:**

**Shell Rent** \$582,379.92 per year or \$27.78 per ANSI/BOMA Office Area Square Foot (ABOA) Square Foot,

**Annual Cost of Services:** \$165,196.32 per year or \$7.88 per ANSI/BOMA Office Area Square Foot (ABOA), plus accrued escalations per Paragraph 4.3 "Operating Costs"

**Parking:** included in shell rent; no additional cost

13. In accordance with Paragraph 3.4 "GSA Forms and Pricing Information" and Paragraph 5.3 "Tenant Improvements Pricing Requirements" of the Lease, the Lessor's Tenant Improvement Fees are established as follows:

- 1) General Conditions charged by the Lessor's General Contractor for Tenant Improvements requested by the Government is 5 percent of Total Subcontractors' costs.

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2) General Contractor's fee charged by the Lessor for Tenant Improvements requested by the Government is 5 percent of Total Subcontractors' costs.

3) Architectural/engineering fees charged by the Lessor for Tenant Improvements are \$.50 per ABOA.

4) Project Management fees charged by the Lessor for Tenant Improvements requested by the Government is 3 percent of Total Tenant Improvement Construction Costs.

14. In accordance with Paragraph 4.6 "Overtime Usage", of the lease, the additional cost to the Government for overtime use of Government leased space is \$75.00 per hour.

15. In accordance with Paragraph 4.4 "Adjustment for Vacant Premises", of the lease, if the Government fails to occupy any portion of the lease premises or vacates the premises in whole or in part prior to expiration of the terms of the lease, the rental rate for the vacated portion of the space will be reduced by \$3.00 per ANSI/BOMA Office Area square foot.

16. Definitions:

A. Where the word "Offeror" appears it shall be considered "Lessor"

B. Where the word "should" appears it shall be considered to be "shall"

C. Where the word(s) "Solicitation" or "Solicitation for Offers" appears it shall be considered to be "Lease"

Lessor AK Government BJP