

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 2
LEASE AMENDMENT	TO LEASE NO. GS-03B-09480
ADDRESS OF PREMISES Breyer Office Park 8380 Old York Road Elkins Park, PA 19027-1539	PDN: PS0025043

THIS AGREEMENT, made and entered into this date by and between
Salus University

whose address is: 8360 Old York Road
Elkins Park, PA 19027-1516

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 provide for lump sum payment for change order # 1.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective, November 14, 2012 as follows:

- A. The parties hereby agree that all work to be performed in accordance with the approved Design Intent Drawings dated December 21, 2011, and in accordance with the Lessor's proposal dated November 13, 2012, the parties agree that the work shall be conducted between the hours of 4:30 pm to 1:00 am Monday through Friday for the duration of the construction period, excluding dates mutually agreed upon by the parties to be non-working days (November 22, 2012; November 23, 2012; December 24, 2012; December 25, 2012; December 31, 2012; and January 1, 2013).
- B. This LA consists of the following documents hereto attached and incorporated into the Lease Contract:
 - 1. Exhibit A: Lessor's final firm, fixed price proposal for change order # 1 dated November 13, 2012.
- C. The Lessor shall furnish, install, and maintain all labor, materials, tools, equipment, services and associated work to perform the necessary alterations.
- D. Costs for change orders shall require separate notice to proceed from the Government, and no additional costs shall be paid unless approved in writing by the GSA Contracting Officer.

This Lease Amendment contains 4 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: _____
Title: PRESIDENT
Entity Name: SALUS UNIVERSITY
Date: 11-26-12

FOR THE GOVERNMENT:

Signature: _____
Name: POORANET DAPPALARDO
Title: Lease Contracting Officer
GSA, Public Buildings Service, 12/6/12
Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: RONALD HANES
Title: VP FINANCE
Date: 11-26-12

- E. The total cost to the Government for the alterations is \$11,240.00 per the Lessor's final firm, fixed price proposal labeled "Exhibit A" attached to this LA and shall be paid via a one-time lump sum payment to the Lessor upon the Government's inspection, acceptance, and approval of said alterations. Total payments for work contained in this LA shall not exceed \$11,240.00.
- F. In accordance with the construction schedule developed by the Lessor, dated November 1, 2012, the parties agree that the work shall be completed no later than February 14, 2013.
- G. It is understood and agreed that the Government retains title to all removable property covered by this agreement and may remove the same if so desired. In the event such are not removed by the Government at the end of the lease term or any extension or renewal thereof, title shall rest with the Lessor and all rights of restoration shall be waived.
- H. INSPECTION OF CONSTRUCTION
- (1) Definition: "Work" includes, but is not limited to materials, workmanship, and manufacture and fabrication of components.
 - (2) The Lessor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed is required under the contract requirements. The Lessor shall maintain complete inspection records and make them available to the Government upon request. All work is subject to Government inspection and test at all reasonable times before acceptance, to ensure strict compliance with terms of the contract.
 - (3) Government inspecting and tests are for the sole benefit of the Government and do not—
 - (a) Relieve the Lessor of responsibility for providing adequate control measures;
 - (b) Relieve the Lessor of responsibility for damage to or loss of the material before acceptance;
 - (c) Constitute or imply acceptance or;
 - (d) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (9) below.
 - (4) The presence or absence of a Government inspector does not relieve the Lessor from any contract requirements, nor is the inspector authorized to change any term or condition of the specification without the Government Contracting Officer's written authorization.
 - (5) The Lessor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the policy interest the Government consents to accept the work with an appropriate adjustment in contract price. The Lessor shall promptly segregate and remove rejected material from the job site.
 - (6) If the Lessor does not promptly replace or correct rejected work, the Government may: (1) by contract or otherwise, replace or correct the work and charge the cost to the Lessor or; (2) terminate for default the Lessor's right to proceed.
 - (7) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Lessor, on request shall promptly furnish all necessary facilities, labor and material. If the work is found to be defective or non-conforming in any material respect due to the fault of the Lessor or its subcontractors, the Lessor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Government Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
 - (8) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work Government/Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.
 - (9) If there are any lump-sum reimbursements required as part of this agreement, the procedures outlined in Section I of this Lease Amendment shall apply.
- I. 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>

INITIALS:

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- 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

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, 8th Floor
Philadelphia, PA 19107-3191
Attn: Lorraine Pappalardo

For an invoice to be considered proper, it must:

- Be received after the execution of this SLA,
- Reference the Pegasys Document Number (PDN) specified on this form
- 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.

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