

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 3
	TO LEASE NO. GS-03B-09480
ADDRESS OF PREMISES Breyer Office Park 8380 Old York Road Elkins Park, PA 19027-1539	PDN: PS0025450

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 **adjust the shell rent as specified in Lease Amendment (LA) # 1, to clarify the rental terms accordingly, and to provide for lump sum payment for Tenant Improvement costs.**

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective, **April 1, 2013** as follows:

- A. **Paragraph 12 of the Rider to the Lease is hereby amended by deleting the existing text and substituting, in lieu thereof, the following:**

"The cost of the shell portion of the alterations outlined in LA # 1 was estimated to be \$230,000.00. These costs were subsumed into the rent upon execution of this Lease. After further negotiations, the parties mutually agreed that the actual cost of these alterations was \$220,200.00; therefore, effective upon execution of this Lease Amendment, the Government shall receive a credit of \$9,800.00 in the form of a reduction in the shell rent prorated over the remaining firm term of the lease (see the attached rental calculation labeled Exhibit "A")."

Continued on the next page.

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: THOMAS LEWIS
 Title: PRESIDENT
 Entity Name: SALUS
 Date: 4-11-13

FOR THE GOVERNMENT:

Signature: 
 Name: Tiffany Secoyes
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 4/23/13

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: _____
 Title: VIC PRESIDENT FINANCE
 Date: 4-11-13

In accordance with Paragraph 4.1 of the Lease, "Measurement of Space" and Paragraph 27 of the General Clauses, GSA Form 3517, "Payment," the Government shall pay the Lessor annual rent as follows:

April 1, 2013 through June 30, 2017

Total Annual Rent: \$626,868.83, composed of the following:

Annual Shell Rent: \$452,250.00

Annual Cost of Services: \$174,618.83, plus accrued escalations per Paragraph 4.3, "Operating Costs"

Annual Parking Rent: included in the shell rent at no additional cost

July 1, 2017 through June 30, 2020

Total Annual Rent: \$756,998.75, composed of the following:

Annual Shell Rent: \$582,379.92

Annual Cost of Services: \$174,618.83, plus accrued escalations per Paragraph 4.3, "Operating Costs"

Annual Parking Rent: included in the shell rent at no additional cost

- B. **The Government shall pay the Lessor a one-time lump sum payment in the total amount of** [REDACTED] **for change order # 2 in the amount of** [REDACTED] **per the Notice to Proceed letter dated January 8, 2013 and change order # 3 in the amount of** [REDACTED] **per the Notice to Proceed letter dated February 7, 2013 (see the attached summary of all approved change orders, labeled Exhibit "B").**
- C. 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** 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: Douglas Dooling

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.

INITIALS:

DK
LESSOR

&

TS
GOVT

Exhibit A

Rental Calculation

Former Rental Terms

		Monthly Shell	Annual Shell	Operating	Total Annual
year 3	7/1/13 - 6/30/13	\$37,879.66	\$454,555.86	\$174,618.83	\$629,174.69
year 4	7/1/13 - 6/30/14	\$37,879.66	\$454,555.86	\$174,618.83	\$629,174.69
year 5	7/1/14 - 6/30/15	\$37,879.66	\$454,555.86	\$174,618.83	\$629,174.69
year 6	7/1/15 - 6/30/16	\$37,879.66	\$454,555.86	\$174,618.83	\$629,174.69
year 7	7/1/16 - 6/30/17	\$37,879.66	\$454,555.86	\$174,618.83	\$629,174.69
year 8	7/1/17 - 6/30/18	\$48,531.66	\$582,379.92	\$174,618.83	\$756,998.75
year 9	7/1/18 - 6/30/19	\$48,531.66	\$582,379.92	\$174,618.83	\$756,998.75
year 10	7/1/19 - 6/30/20	\$48,531.66	\$582,379.92	\$174,618.83	\$756,998.75
Total Shell Credit			\$9,800.00		
/remaining firm term months			51		
Monthly Shell Credit			\$192.16		

Adjusted Rental Terms Effective April 1, 2013

		Monthly Shell	Annual Shell	Operating	Total Annual
year 3	4/1/13 - 6/30/13	\$37,687.50	\$452,250.00	\$174,618.83	\$626,868.83
year 4	7/1/13 - 6/30/14	\$37,687.50	\$452,250.00	\$174,618.83	\$626,868.83
year 5	7/1/14 - 6/30/15	\$37,687.50	\$452,250.00	\$174,618.83	\$626,868.83
year 6	7/1/15 - 6/30/16	\$37,687.50	\$452,250.00	\$174,618.83	\$626,868.83
year 7	7/1/16 - 6/30/17	\$37,687.50	\$452,250.00	\$174,618.83	\$626,868.83
year 8	7/1/17 - 6/30/18	\$48,531.66	\$582,379.92	\$174,618.83	\$756,998.75
year 9	7/1/18 - 6/30/19	\$48,531.66	\$582,379.92	\$174,618.83	\$756,998.75
year 10	7/1/19 - 6/30/20	\$48,531.66	\$582,379.92	\$174,618.83	\$756,998.75

INITIALS: OK & JS
 LESSOR & GOVT

