GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 13	•
	TO LEASE NO. GS-03B-09488	
LEASE AMENDMENT		
ADDRESS OF PREMISES	PDN Number:	
I-79 Technology Park Research Center		
1000 Galliher Drive	PS0025923	
Fairmont, WV 26554-8826		

THIS AMENDMENT is made and entered into between

Vertex Non-Profit Holdings, Inc.

whose address is:

1000 Technology Drive, Suite 8800

Fairmont, WV 26554-8827

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 design and construction services for a data center infrastructure expansion to Area A of the services.

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 <u>upon full execution of this LA</u> as follows:

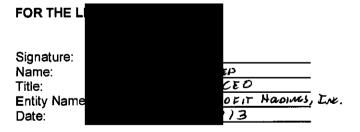
A. The Lessor shall furnish, install, and maintain all labor, supervision, material, tools, equipment, services and associated work necessary to complete the attached scope of work, inclusive of the incorporated attachments (Attachment # 1), and the attached price proposal, Tenant Improvement Cost Summary, dated 3/6/2013 (Attachment # 2). The work shall be completed within 4.5 months of award of this executed Lease Amendment.

B. The cost to the Government for all of the work described in Attachment #1, titled "Scope of Work" shall be paid lump sum upon acceptance by the Government in the agreed upon amount of \$1,754,261.59 in accordance with Attachment #2, price proposal, Tenant Improvement Cost Summary, dated 3/6/2013. Any change orders that effect this pricing shall be submitted in writing to the Contracting Officer for their approval.

This Lease Amendment contains 30 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 GOVERNMENT:

Signature:
Name:
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 3-30-30-3

WITNESSED FOR THE LESSOR BY:

Signature:
Name:
Title:

Date:

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C. Upon completion of all the above referenced work, the Lessor shall notify the Contracting Officer for final inspection and acceptance of the space. After inspection and acceptance of these items and all other lease requirements, the Lessor must submit a properly executed invoice to:

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

A copy of the invoice must also be mailed to:

GSA, Public Buildings Service South Branch, Charleston Section (3PRSC) Attn: Cathleen Ryer, Lease Contracting Officer 20 N. 8th Street, 8th Floor Philadelphia. PA 19107-3191

A properly executed invoice must reference the PDN number, lease, and LA number and a description of the work and amount billed. Payment in the above referenced amounts for these improvements will become due within thirty (30) days of acceptance of the work by the Government.

D. Shall the Government elect to add or reduce the number of IRC units in accordance with the final, Government-approved design, a change order shall be issued by the Contracting Officer in accordance with the pricing proposal, "Data Center Infrastructure Expansion in Area A, McKamish Estimate No. 31020, Revision #2," dated 3/7/2013 (Attachment #3).

E. The Lessor shall provide for the operations and maintenance of the area and equipment as defined within the scope of work (Attachment #1) and as specified within the attached price proposal entitled "Services for Additional Equipment added as part of the Area A Data Center Expansion" (Attachment #4). Through 11/5/2013, the Government shall pay the Lessor a monthly amount of \$529.10 in arrears for the aforementioned services.

The commencement date for the operations and maintenance of Area A shall be established via a Lease Amendment. The operations, maintenance, and cleaning of Area A, inclusive of installed equipment, shall be further governed by the terms and conditions as incorporated within Supplemental Lease Agreement (SLA) No. 5, dated 9/26/2011, and SLA No. 12, dated 11/7/2012, under Lease GS-03B-09488. A properly executed invoice shall be submitted monthly to:

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

A copy of the invoice must also be mailed to:

GSA, Public Buildings Service Robert C. Byrd US Courthouse Attn: Meghan Spensky, Operations Manager 300 Virginia Street East Charleston, WV 25301

and

GSA, Public Buildings Service South Branch, Charleston Section (3PRSC) Attn: Cathleen Ryer, Lease Contracting Officer

INITIALS:

SOR

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20 N. 8th Street, 8th Floor Philadelphia, PA 19107-3191

A properly executed invoice must reference the PDN number, lease, and LA number and a description of the work and amount billed. Payment in the above referenced amounts for these improvements will become due within thirty (30) days of acceptance of the work by the Government.

F. Shall the Government elect to make effective the Operations and Maintenance option period of 11/6/2013 – 11/5/2014, as incorporated within the attached price proposal, "Services for Additional Equipment added as part of the Area A Data Center Expansion" (Attachment #4), a commencement date shall be established via Lease Amendment.

NITIALS:

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