

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 19
	TO LEASE NO. GS-03B-09488
ADDRESS OF PREMISES I-79 Technology Park Research Center 1000 Galliher Drive Fairmont, WV 26554-8826	PDN Number:

**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 a rental rate for the expansion space of approximately 3,302 ANSI/BOMA Office Area (ABOA) Square Feet and forty (40) structured parking spaces and to establish the tenant improvement alterations scope and process for the delivery of the expansion space to the Government.

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 upon execution by the Government, as follows:

- A. Lessor shall furnish, install, and maintain, all labor, materials, tools, equipment, services, and associated work to perform the necessary alterations as outlined in this Lease Amendment (LA). This LA consists of the following documents:
  - a. Lease Amendment Form
  - b. Scope of Work for Tenant Improvement Alterations (Exhibit A)
  - c. Design, Construction, and Post Award Activities (Exhibit B)
  - d. Floor Plan (Exhibit C)
  
- B. Approximate breakdown of space:

This Lease Amendment contains 12 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: \_\_\_\_\_  
 Entity Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service,  
 Date: 8-31-2013

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Office Space: 1,482 ABOA SF (fully serviced by the lessor)

Operations Room: 1,319 ABOA SF (net of operations, maintenance, electric usage, and services)

Storage Space: 501 ABOA SF (fully serviced by the lessor)

Total: 3,302 ABOA SF

C. Upon substantial completion of the construction to the expansion space, and inspection and acceptance of such by the Government, the Lease shall be amended to reflect the additional space occupied by the Government under this Lease, and the annual rental shall be increased as follows:

- Shell Rent: \$58,089.36 per year increase
- Operating Rent: \$31,168.00\* per year increase
  - Office and Storage Area (fully serviced): \$28,009.56 per year increase
  - Operations Area (non-fully serviced): \$3,158.44 per year increase
- Building Specific Amortized Capital: \$1,675.28 per year increase
- Amortized Tenant Improvements: \$15,185.12\*\* per year increase
- Parking: \$0.00 per year increase
- **Total Annual Increase: \$106,117.76**

Architect/Engineering Fee: 7.5% of TI Construction Costs

Overtime HVAC Rate for the entire expansion space: \$25.00 per ABOA SF

\*Subject to annual operating cost escalations

\*\*The Tenant Improvement Allowance of \$49.62 per ABOA SF (\$163,845.24) is amortized at a rate of 6 percent per annum over 209 months. The amortization period shall correspond to the remaining firm term period of the lease at the time of space acceptance and shall be revised in a future Lease Amendment. The Tenant Improvements for the expansion space shall be negotiated and the Government shall issue a formal Notice to Proceed for Construction of the tenant improvements. The rent shall be adjusted downward if the Government does not elect to utilize the entire Tenant Improvement Allowance. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 6% amortization rate.

If the Government spends more than the allowance identified above, the Government reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.

- D. The commencement date for the expansion space and percentage of space occupied by the Government shall be established in a future Lease Amendment.
- E. The Lessor shall complete all alterations, improvements, and repairs outlined in this Lease Amendment and deliver the space alterations for the expansion space within ninety (90) calendar days of issuance of the Notice to proceed for the construction of the tenant improvements by the Government.
- F. Exhibit A (attached) is a General Scope of Work for the minimum required alterations for the expansion space.

INITIALS:

  
LESSOR

&

  
GOV'T