

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. 26
	TO LEASE NO. GS-03B-09488
ADDRESS OF PREMISE I-79 Technology Park Research Center 1000 Galliher Drive Fairmont, WV 26554-8826	PDN Number PS0028378

THIS AMENDMENT, made and entered into this date by and between **Vertex Non-Profit Holdings, Inc.**

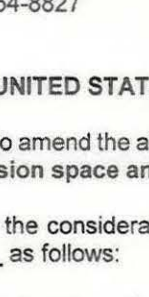
whose address is: 1000 Technology Drive, Suite 8800
Fairmont, WV 26554-8827

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 establish pricing and authorize Notice to Proceed of the tenant improvements for the expansion space and detailed scope of work outlined in Lease Amendment Number 19.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective March 6, 2014 as follows:


- A. Vertex Non-Profit Holdings, Inc., is hereby authorized to proceed with the construction of the Tenant Improvements for the Government in the agreed upon amount of **\$1,010,123.51** in accordance with the price proposal dated 2-19-2014, all Lease requirements, the Design Intent Drawings, Addendum No 1 & 2 and the Construction Drawings. The tenant improvement allowance to be amortized in the lease is \$176,101.38. The Government hereby orders the remaining balance of \$834,022.13 to be paid via a one-time lump sum payment as outlined in Paragraph D. of this Lease Amendment.
- B. The Lessor shall complete all alterations, improvements, and repairs outlined in LA # 19 and this LA to deliver the expansion space within ninety (90) calendar days of issuance of the notice to proceed for the construction of tenant improvements.

Two 


This Lease Amendment contains ~~three~~ (2) 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: Vertex Non-Profit Holdings, Inc.
 Date: 3-6-2014

FOR THE GOVERNMENT:

Signature: 
 Name: _____
 Title: Lease Contracting Officer
 GSA, Public Buildings Service, 3PRSB
 Date: 3-12-14

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: _____
 Title: DIRECTOR
 Date: 3/6/14

- C. The Design-Intent Drawings, as approved on November 13, 2013 are hereby incorporated into the lease by reference.
- D. Upon completion, inspection and acceptance of the space by the Government, the Lessor shall submit a properly executed original invoice. The Government shall reimburse the Lessor in a one-time lump-sum payment for the TI overage in the amount of \$834,022.13 upon receipt of this properly executed original invoice. The invoice must be submitted directly to the GSA Finance Office at:

<http://www.finance.gsa.gov>

- OR -

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

If invoicing either electronically or by mail, a copy of the invoice must also be mailed to the Lease Contracting Officer at:

GSA, Public Buildings Service
Real Estate Acquisition Division
20 North Eighth Street, 8th Floor
Philadelphia, PA 19107-3191
Attn: Cathleen Ryer

For an invoice to be considered proper, it must:

- ◆ Be received after the execution of this LA,
- ◆ Reference the Pegasys Document Number (PDN) specified on this form (PS0026412),
- ◆ 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 in the amount of \$834,022.13 shall 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.


All other terms and conditions of the lease shall remain in full force and effect.

- E. The Lessor Hereby waives restoration as a result of all improvements.

INITIALS:


LESSOR

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GOVT