

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDING SERVICES

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT

No. 5
Page 1 of 56

DATE

9/20/2011

TO LEASE NO.

GS-03B-09488

ADDRESS OF PREMISE

I-79 Technology Park Research Center
1000 Galliher Drive
Fairmont, West Virginia 26554-8826

Pegasys Document Number (PDN)

PS0021452

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

whose address is 1000 Technology Drive, Suite 8800
Fairmont, West Virginia 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 incorporate the provision of operation and maintenance and cleaning services for the High Density Data Center (HDDC) under the Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective September 22, 2011 as follows:

A. The Lessor shall provide operation, maintenance and cleaning services for the High Density Data Center (HDDC) space under the Lease. The HDDC space includes portions of the leased square footage on the Lower Level of the building and leased square footage on the 3rd floor of the building that is tied into the Lower Level space support systems ([REDACTED] specified specialized building electrical, mechanical, plumbing and HVAC equipment and systems supporting the [REDACTED] computer space) and all [REDACTED] specified specialized building electrical, mechanical, plumbing and HVAC equipment and systems supporting the [REDACTED] computer space. The operation, maintenance and cleaning services shall be provided in accordance with the attached Statement of Objectives, Facility Equipment List dated July 1, 2011, and Questions and Answers sheet incorporated herein. The Lessor's proposal (narrative and pricing) are attached and incorporated herein also. Provision of these services shall begin the day following the end of the 30 day burn-in period as set forth in the lease and shall continue for one calendar year. The start date of the operations, maintenance and janitorial services will be established via Supplemental Lease Agreement.

B. The Government shall pay the Lessor an annual amount of \$445,644.00 at the rate of \$37,137.00 per month in arrears for the aforementioned services. 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
South Branch, Charleston Section (3PRSC)
Attn: Rebekah Cowles, Contracting Officer
20 North 8th Street, 8th Floor
Philadelphia, PA 19107-3191

AND

All [REDACTED] remain in force and effect.
IN [REDACTED] their names as of the above date.

LE [REDACTED] Vertex Non-Profit Holdings, Inc.

BY [REDACTED]

IN [REDACTED]

(Signature)

President and CEO

(Title)

1000 Technology Drive, Suite 8800, Fairmont, WV

(Address)

UNITED STATES OF AMERICA General Services Administration, PBS

BY [REDACTED]

Contracting Officer
(Official Title)

SUPPLEMENTAL LEASE AGREEMENT NO. 5
LEASE NO. GS-03B-09488

Page 2 of 56

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

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. Payment will be due within thirty (30) calendar days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

- C. Standard Form 2 Paragraph 6 is hereby deleted in its entirety and replaced with the following: "The Lessor shall furnish to the Government, as part of the rental consideration, the following: A. All services, utilities, maintenance, operations and other considerations as set forth in this lease. The 3rd Floor office space is fully-serviced."
- D. SFO Paragraph 1.7 entitled "Services, Utilities, Maintenance: General (August 2008)" is hereby deleted in its entirety and replaced with the following: "Services and maintenance shall be provided for all portions of the offered space by the Lessor as part of the rental consideration. Utilities shall be provided for specific portions of the offered space by the Lessor as part of the rental consideration. The Lessor shall have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations. Responsibility is as follows:

See Space Responsibility Matrix on page 21 of attached POR for clarification of division of responsibilities.

Utilities:

- High Density Data Center (HDDC) and identified support rooms: Separately metered and the Government's responsibility in accordance with Paragraph 4.8 of this SFO.
- Non-HDDC area: Lessor's responsibility.

Systems Maintenance:

- HDDC and identified support rooms: Lessor will maintain all mission critical systems servicing the HDDC (chillers/electrical/etc).
- Non-HDDC area: Lessor's responsibility.

Janitorial Services:

- HDDC space will be the Lessor's responsibility.
- Non-HDDC area and HDDC support space: Lessor's responsibility."

- E. Paragraph 1.10 entitled "Occupancy Date," Subparagraph F. 3. is hereby deleted in its entirety and replaced with the following: "The Lessor shall assume full responsibility of the HDDC systems operation and maintenance after the 30 calendar day burn-in period. The government will establish, via Supplemental Lease Agreement, the official date of the end of the burn-in period and the commencement of the operations, maintenance and janitorial responsibilities by the Lessor."
- F. Paragraph 1.10 entitled "Occupancy Date," Subparagraph F. 4 is hereby deleted in its entirety and replaced with the following: "For a 90 calendar day period following the 30 calendar day burn-in period described in lease Paragraph 1.10 F. 1 – 3, the Lessor's O&M personnel shall be fully liable for the operations and maintenance of all HDDC systems (infrastructure), including but not limited to, all preventive maintenance and all repairs. The Lessor shall identify and make available on an as-needed basis, personnel with a working knowledge of HDDC systems operation. One (1) hour maximum initial call-back response is required. If necessary, the Lessor's O&M personnel shall be available on-site within 4 hours of the initial call-back. The Lessor's O&M personnel shall observe and review all Integrated Systems Testing (final commissioning) and participate in required training sessions to be provided by the Lessor as described in Subparagraph F. 5 below."
- G. Paragraph 1.10 entitled "Occupancy Date," Subparagraph F. 5 is hereby deleted in its entirety and replaced with the following: "Training: To insure that all systems operate as they were designed and installed, the Lessor's O&M personnel must be trained in the operation of the systems. Training on all newly installed systems should be scheduled just prior to the completion of the project:

Initials: MS & MS
Lessor Gov't

SUPPLEMENTAL LEASE AGREEMENT NO. 5
LEASE NO. GS-03B-09488

Page 3 of 56

- a) Synopsis of Training Sessions.
 - b) Operating and Maintenance Instructions for the System or Equipment.
 - c) Date, Time, and Place of Instruction.
 - d) A DVD of the Training Session should be made whenever possible."
- H. Paragraph 1.20 E. entitled "Operations and Maintenance" is hereby deleted in its entirety and replaced with the following: "The Government will require early access to allow potential O&M contractors to view the site and equipment in order to understand the scope of the site and develop competitive bids. After award, the selected O&M contractor will work with the Lessor's construction team and Commissioning Agent to smoothly transition the site into an operational status."
- I. Paragraph 4.9 A. entitled "Janitorial Services August 2008" is hereby deleted in its entirety and replaced with the following: "Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a requirement elsewhere in this SFO."
- J. Paragraph 4.12 C. is deleted in its entirety.
- K. Paragraph 8.1 A. entitled "Building Shell" is hereby deleted in its entirety and replaced with the following: "The Lessor shall provide and operate all base building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space. Water conveying (chilled water piping, domestic water and rain water leaders) shall not be permitted within or above the HDDC areas. All building equipment and systems associated with the HDDC and associated MEP support areas shall be maintained and operated by the Lessor. See responsibility matrix in attached POR."
- L. The following is hereby added to page 21, Table 8, entitled "Space Responsibility Matrix" of the Program of Requirements: "All references to government-provided Operations, Maintenance and Janitorial shall be amended to state 'Lessor-Provided.'"
- M. The following is hereby added to page 87, Table 18, entitled "Space Responsibility Matrix" of the Final Concept Basis of Design: "All references to government-provided Operations, Maintenance and Janitorial shall be amended to state 'Lessor-Provided.'"
- N. Order of Precedence and Resolution of Conflicts for the Operations, Maintenance and Janitorial Services: In the event of a conflict between elements of the Government's Statement of Objectives and the Lessor's Technical Proposal, the Government's Statement of Objectives shall take precedence over the Lessor's Technical Proposal.
- O. The Facility Equipment List dated July 1, 2011 is for informational purposes only and shall not be construed to be a comprehensive and complete list of all equipment necessary to be operated and maintained under this Lease. The Lessor shall be responsible for operating and maintaining all equipment associated with the HDDC area, which is defined in Paragraph A of this Supplemental Lease Agreement. Within 90 calendar days of commencement of the operations, maintenance and janitorial services, the Lessor shall provide to the Government a comprehensive and complete facility equipment list.

Initials:


Lessor

&


Gov't