

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDING SERVICES

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT

No. 6

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DATE

10/18/2011

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)

PS0018604

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 **establish the square footage, establish the lease term and rental and to issue payment for tenant improvements.**

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective **October 6, 2011** as follows:

- A. Paragraph 1 of Standard Form 2 of the Lease is hereby amended by deleting the existing text in its entirety and inserting in lieu thereof the following:

"1. The Lessor hereby leases to the Government the following described premises:

A total of 54,157 rentable square feet (RSF) yielding 45,896 ANSI BOMA Office Area (ABOA) square feet of office space, IT/Computing space and related support space located on the third (3rd) and Lower Level floors, at the I-79 Technology Park Research Center, 1000 Galliher Drive, Fairmont, WV 26554-8826 together with 100 structured parking spaces on the third (3rd) floor of the parking garage, ten (10) of which are reserved, as depicted on the third and second to last pages of the Vertex Non-Profit Holdings, Inc. Technical Proposal Narrative dated July 6, 2010 entitled "██████ Lease Proposal In Response to SFO No. 9WV2042 Final Submission" to be used for such purposes as determined by the General Services Administration.

The 45,896 ABOA square feet of space is comprised of the following:

- 10,837 ABOA square feet of office space
- 35,059 ABOA square feet of High Density Data Center (HDDC) space."

- B. Paragraph 2 of the Standard Form 2 of the Lease is hereby amended by deleting the existing text in its entirety and inserting in lieu thereof the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on October 6, 2011 through October 5, 2031."

All other terms and conditions of the Lease shall remain in force and effect.
IN WITNESS WHEREOF, the undersigned have hereunto set their names as of the above date.

LESSOR: ██████████ Inc.

BY _____ PRESIDENT & CEO
(Title)

IN THE PRESENCE OF _____
1000 TECHNOLOGY DRIVE, SUITE 8800
FAIRMONT, WV 26554
(Address)

UNITED STATES OF AMERICA General Services Administration, PBS

B _____ Contracting Officer
(Official Title)

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- C. Paragraph 3 of the Standard Form 2 of the Lease and Paragraph 13 of the Rider to the Lease are hereby amended by deleting the existing paragraphs in their entirety and inserting in lieu thereof the following:

"3. From October 6, 2011 through February 5, 2012, the Government shall pay the Lessor annual rent of \$1,553,267.76 at the rate of \$129,438.98 per month in arrears. From February 6, 2012 through October 5, 2031, the Government shall pay the Lessor annual rent of \$1,275,600.48 at the rate of \$106,300.04 per month in arrears. Rent for a lesser period shall be prorated. Payment shall be made electronically and shall be made payable to:

Vertex Non-Profit Holdings, Inc.
1000 Technology Drive
Suite 8800
Fairmont, WV 26554-8827.

The rent breakdown is as follows:

- Shell Rent: \$871,415.73 per year or \$18.99 per ABOA square foot (SF).
- Amortized annual cost for Tenant Improvement Allowance: \$176,293.25 per year.*
- Interest Rate at which Tenant Improvements are amortized: 6%.
- Amortized annual cost for Building Specific Security: \$4,768.28 per year.
- Annual Cost of Services: \$500,790.50 per year or \$10.91 per ABOA SF from October 6, 2011 through February 5, 2012. \$223,123.22 per year or \$4.86 per ABOA SF from February 6, 2012 through October 5, 2031, plus accrued escalations, in accordance with the provisions set forth in Paragraph 4.3 "Operating Costs."
- Parking: The cost of parking is included in the shell rate.

The aforementioned rates are comprised of the following:

- 10,837 ABOA SF of office space
- 35,059 ABOA SF of HDDC space.

The blended Shell and Operating rates listed above are derived from the following:

Shell Rent:

Office Space: \$14.35/ABOA SF, \$155,510.95 annually for October 6, 2011 through October 5, 2031
HDDC Space: \$20.42/ABOA SF, \$715,904.78 annually for October 6, 2011 through October 5, 2031

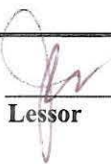
Operating Rent:

Office Space: \$13.31/ABOA SF, \$144,240.47 annually for October 6, 2011 through October 5, 2031
HDDC Space: \$10.17/ABOA SF, \$356,550.03 annually for October 6, 2011 through February 5, 2012
HDDC Space: \$2.25/ABOA SF, \$78,882.75 annually for February 6, 2012 through October 5, 2031

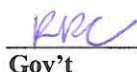
* The total cost of Tenant Improvements (TI), including all fees associated with the TI work, is \$23,722,938.96. Of that amount, \$2,050,595.65 is amortized in the rent at the rate of 6% over the firm term of 20 years. The difference shall be paid via lump sum in accordance with Paragraph E below."

- D. "Area B Work," work in the HDDC Area B space related to HVAC, plumbing/water control, purge systems, Building Automation System/Controls, lighting, convenience outlets, sprinkler system, smoke detection/fire alarm, gaseous fire suppression, security, and the ceiling is not complete. The value of the remaining work is \$305,936.08. All remaining work shall be completed no later than March 1, 2012.
- E. In accordance with Paragraph A of Supplemental Lease Agreement No. 1, the TI work other than "Area B Work" identified in Paragraph D of this SLA is complete and accepted effective October 6, 2011. Therefore, a one-time lump sum payment in the amount of \$21,366,407.23 shall be due to the Lessor. This amount is derived from the original Notice to Proceed amount (\$23,722,938.96) less the TI amortized into the rent (\$2,050,595.65), further reduced by the remaining "Area B Work" (\$305,936.08).

Initials:


Lessor

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A properly executed original invoice in the amount of \$21,366,407.23 shall be forwarded 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
Real Estate Acquisition Division (3PR)
Attn: Rebekah Cowles, Contracting Officer
20 North 8th Street, 8th Floor
Philadelphia, PA 19107-3191

For an invoice to be considered proper, it must:

1. Be received after the execution of this SLA
2. Reference the Pegasys Document Number (PDN) specified on this form
3. Include a unique, vendor-supplied, invoice number
4. Indicate the exact payment amount requested, and
5. 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.

F. The following alternative design decisions have been agreed to and have been implemented at no cost and no credit to the Government:

1. 8'-0" wide corridors

- Corridors L105, L114, L114A, L141, L132, and L129 were designed and installed at a width of 8'0".

2. HDDC Area A – North Wall

- In HDDC Area A, bracing was encapsulated with a sheet metal enclosure. A low VOC "High Build" coating system was applied to the concrete wall and a high build coating to smooth any imperfections was added to provide a finish look similar to a drywall surface.

3. Doors from loading dock to HDDC Area A

- Doors L121, L121A, L123, and L123A are double 4'-0" wide x 8'-6" high doors with removable transoms that achieve 10'-0" in height when removed.

4. Room L104 Ceiling

- Room L104 has an acoustical tile ceiling instead of being exposed to the structure.

5. HDDC Air Handling Units

- Three custom air handling units are located on the west end of HDDC Area A with cooling capabilities equal to the Basis of Design capacity requirements. The makeup and exhaust capabilities have been provided. Make up air through the house HVAC systems and a new dedicated exhaust system have been installed.

6. Room 359 Ceiling Height

- The ceiling in Room 359 (HDDC Tape Archive Area) was installed at a height of 9'-6" above finished floor.

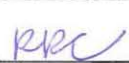
7. Floor Panels in Room 359

- The Lessor has provided 75 perforated floor panels which do not contain dampers in Room 359, HDDC Data Storage Network Area.

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