GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2	
	TO LEASE NO. GS-03P-LPA12101	
ADDRESS OF PREMISES	PDN Number:	
Iron Mountain / National	N/A	
1137 Branchton Rd.		
Bovers, PA 16020-0006		

THIS AMENDMENT is made and entered into between

Iron Mountain Information Management LLC

whose address is:

One Federal Street

Boston, MA 02110-2012

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 reduce the temperature range requirement, and provide alteration design 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>August 25, 2015</u> as follows:

- Paragraph 6.05 A of the Lease is hereby amended by deleting the existing text in its entirety and by inserting the following in lieu thereof:
 - a. "All rooms on the North side of the tunnel as well as room 18-S-4 on the South side, as identified in Exhibit A, must meet temperature requirements of 68-75 degrees Fahrenheit. All rooms, excluding 18-S-4, on the South side of the tunnel (including portions of room 19-S and 20-S, which will receive HVAC upgrades) must meet temperature requirements of 73-77 degrees Fahrenheit. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary system start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity."
- The Lessor will prepare a design to achieve the temperature and humidity standards of Paragraph 1 of this Amendment, but until the Government issues a modification authorizing Lessor to perform construction necessary to achieve such standards, Paragraph 6.05 A of the Lease remains unchanged. Upon the Government's election to commence

This Lease Amendment contains {7} 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.



construction in accordance with Paragraphs 3 Lessor shall furnish all labor, materials, tools, equipment, services, and associated work to provide, install, complete and maintain said work, required to achieve the temperature ranges specified in paragraph 6.05 A but such standards will not apply until completion of construction.

- 3. Upon completion of design, following the Government's inspection and acceptance of work completed, the Government shall pay the Lessor \$112,084.75 per the Lessor's cost proposal dated August 18, 2015 (Exhibit B), as follows: If the Government elects to proceed with construction, the cost of design and construction will be amortized into the shell rent over the then remaining firm term of the lease together with cost of capital at the rate of 10%. If the Government elects not to proceed with construction, the cost of design will be amortized into the shell rent over the then remaining firm term of the lease together with cost of capital at the rate of 10%. Within 30 days of the earlier of (i) the Government's election not to proceed with construction, and (ii) the completion of construction, the Government will issue a follow up Lease Amendment establishing the exact increase in rent in accordance with this paragraph. GSA acknowledges that shell rent will include design and/or construction costs. Consistent with the overall purpose of a termination for convenience clause settlement to make the contractor whole for the costs incurred in connection with the terminated work, in the event of a termination for convenience prior to completion of the firm term of the lease any unamortized amount will be considered payable in lessor's settlement proposal under FAR 49.105.
- 4. All work for this project shall be performed according to the "General Conditions for Lease Alterations" (Exhibit C), a copy of which is hereby attached and made part of this lease.
- 5. The Lessor hereby waives restoration as a result of all improvements.

ITIALS: LESSOR

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