

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>	LEASE AMENDMENT No. 16
	TO LEASE NO. GS-03B-09488
<b>LEASE AMENDMENT</b>	
ADDRESS OF PREMISES I-79 Technology Park Research Center 1000 Galliher Drive Fairmont, WV 26554-8826	PDN Number:  PS0026550

**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 for design and construction services for the relocation of the [REDACTED] backup messaging switching system to Room 359 of the [REDACTED].

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 **May 22, 2013** as follows:

A. The Lessor shall furnish, install, and maintain all labor, supervision, material, tools, equipment, services and associated work within the attached price proposal, Tenant Improvement Cost Summary, dated 5/13/2013 (Attachment #1) and as necessary to complete the attached scope of work, inclusive of the incorporated attachments (Attachment # 2). The work shall be completed by September 20, 2013.

B. The cost to the Government for all of the work described in Attachment #2, titled "Scope of Work" shall be paid lump sum upon acceptance by the Government in the agreed upon amount of \$499,325.68 in accordance with Attachment #1, price proposal, Tenant Improvement Cost Summary, dated 5/13/2013. Any change orders that effect this pricing shall be submitted in writing to the Contracting Officer for their approval.

This Lease Amendment contains 31 pages.

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

IN WITNESS WHEREOF, the parties have subscribed their names as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

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

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 10-9-13

WITNESSED FOR THE LESSOR BY:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Director  
Date: 5/23/13

C. Upon completion of all the above referenced work, the Lessor shall notify the Contracting Officer for final inspection and acceptance of the space. After inspection and acceptance of these items and all other lease requirements, the Lessor must submit a properly executed invoice 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: Cathleen Ryer, Lease Contracting Officer  
20 N. 8<sup>th</sup> Street, 8<sup>th</sup> Floor  
Philadelphia, PA 19107-3191

A properly executed invoice must reference the PDN number, lease, and LA number and a description of the work and amount billed. Payment in the above referenced amounts for these improvements will become due within thirty (30) days of acceptance of the work by the Government.

D. The Lessor shall provide for the operations and maintenance of the area and equipment as defined within the Scope of Work (Attachment #2) and as specified within the attached price proposal entitled "Operations and Maintenance Services for Additional Equipment Added as Part of the [REDACTED] ESCC Gateway Project" (Attachment #3) and dated 4/25/2013. Through 11/5/2013, the Government shall receive these services at no additional cost.

The commencement date for the operations and maintenance of the [REDACTED] space shall be established via a Lease Amendment. The operations, maintenance, and cleaning of the [REDACTED] space, inclusive of installed equipment, shall be further governed by the terms and conditions as incorporated within Supplemental Lease Agreement (SLA) No. 5, dated 9/26/2011, and SLA No. 12, dated 11/7/2012, under Lease GS-03B-09488. A properly executed invoice shall be submitted monthly to:

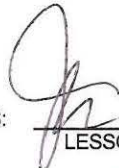

General Services Administration (GSA)  
Greater Southwest Region (7BC)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

A copy of the invoice must also be mailed to:

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

and

GSA, Public Buildings Service  
South Branch, Charleston Section (3PRSC)  
Attn: Cathleen Ryer, Lease Contracting Officer  
20 N. 8<sup>th</sup> Street, 8<sup>th</sup> Floor  
Philadelphia, PA 19107-3191

INITIALS:  LESSOR &  GOVT

A properly executed invoice must reference the PDN number, lease, and LA number and a description of the work and amount billed. Payment in the above referenced amounts for these improvements will become due within thirty (30) days of acceptance of the work by the Government.

F. Shall the Government elect to make effective the Operations and Maintenance option period of 11/6/2013 – 11/5/2014, as incorporated within the attached price proposal, "Operations and Maintenance Services for Additional Equipment Added as Part of the [REDACTED] ESCC Gateway Project" (Attachment #3), a commencement date shall be established via Lease Amendment.

INITIALS:  LESSOR &  GOV'T