

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 28
	TO LEASE NO. GS-03B-09488
LEASE AMENDMENT	
ADDRESS OF PREMISES I-79 Technology Park Research Center 1000 Galliher Drive Fairmont, WV 26554-8826	PDN Number:

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 accept [redacted] expansion space described under LA #19, change the annual rent, change the base cost of services for the [redacted] expansion space, increase the number of structured parking spaces, set the operating cost base year for the [redacted] expansion space, change the percentage of occupancy for the leased premises, and update Government and Lessor responsibilities for janitorial and systems maintenance 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 July 16, 2014 as follows:

A. The lease is hereby expanded by 3,549 ANSI/BOMA Office Area (ABOA) square feet (4,188 rentable square feet) and 40 structured parking spaces (per the Design Intent Drawings, as incorporated by reference in LA #26). The annual rental shall be increased as follows:

- Shell Rent: \$63,322.56 per year increase
- Operating Rent: \$21,484.44 per year increase (see Paragraph B)
- Building Specific Amortized Capital: \$1,810.65 per year increase

This Lease Amendment contains 6 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: Vertex Non-Profit Holdings, Inc
Date: _____

Signature: _____
Name: _____
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 8/20/2014

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: DIRECTOR
Date: 8/14/14

- Amortized Tenant Improvements: \$16,456.13 per year increase*
- Parking: \$0.00 per year increase for 40 additional structured parking spaces
- Total Annual Increase: \$103,073.78

* The Tenant Improvements (TI) in the amount of **\$176,101.38** shall be amortized in the rent at the rate of **6%** over the remaining firm term of **206 months** (October 5, 2031).

- B. The annual operating cost is subject to accrued annual escalations, in accordance with the provisions of Lease Paragraph 4.3. Telecommunications Room 309 is fully serviced by the Lessor (janitorial service to be performed weekly). The office, workshop area, and operations area are limited service by the Lessor, inclusive of janitorial services, plumbing, elevator maintenance, security, lawn and landscaping, and snow removal. The Government shall provide for heating, electrical, and air conditioning in these areas.
- C. The base year for operating cost adjustments purposes for the expansion space is **2014**. The next escalation shall be due on **July 16, 2015**.
- D. The following shall be added to Paragraph 11 of the Rider of the Lease and as amended by Supplemental Lease Agreement 6:
 "For purposes of determining the base rate for future adjustments to the operating cost for the 4,188 Rentable Square Feet of expansion space, the Government agrees that the base rate of **\$5.13** per Rentable square foot (RSF) is acceptable. This figure includes the Government's pro-rata share of operating costs."
- E. Paragraph 1 of Standard Form 2 of the Lease is hereby amended by deleting the existing text in its entirety and by inserting the following in lieu thereof:
 " The Lessor hereby leases to the Government the following described premises: 49,445 ANSI/BOMA Office Area square feet (58,345 rentable square feet) of office and related space and 140 structured parking spaces located at I-79 Technology Park Research Center, 1000 Gallihier Drive, Fairmont, WV 26554-8826 to be used for such purposes as determined by the General Services Administration."
- F. 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:

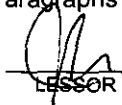

"3. From July 16, 2014 through October 5, 2031, the Government shall pay the Lessor annual rent of **\$1,385,505.97** at the monthly rate of **\$115,458.83**. Rent for a lesser period shall be prorated. Payment shall be made electronically and shall be made payable to:

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

The rent breakdown is as follows:

Shell Rent: \$934,738.29 per year
Amortized annual cost for Tenant Improvement Allowance: \$192,749.38 per year*

* The blended amortized annual cost for Tenant Improvement Allowance is derived from an amortized annual cost of \$176,293.25 for the Office and HDDC space, effective from October 6, 2011 through October 5, 2031 (Total Amortized Tenant Improvements of \$2,050,595.65 amortized at 6% for the aforementioned firm term period). In addition, the amortized annual cost for the [redacted] expansion Tenant Improvement allowance is identified in Paragraphs A of this LA #28.

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 LESSOR & GOV'T

Amortized annual cost for Building Specific Security: \$6,578.93 per year

Annual Cost of Services: \$251,439.37 from July 16, 2014 through October 5, 2031, plus accrued escalations, in accordance with the provisions set forth in Paragraph 4.3, "Operating Costs."

Annual Parking: \$0.00



The aforementioned rates are comprised of the following:

- 10,837 ABOA SF of office space
- 35,059 ABOA SF of HDDC space.
- 3,422 ABOA SF of [REDACTED] office, workshop, and operations area
- 127 ABOA SF of [REDACTED] Telecommunications Room 309

G. Paragraph 10 of the Rider to the Lease is hereby amended by deleting the existing text in its entirety and by inserting the following in lieu thereof:

"The total percentage of space occupied by the Government under the terms of the lease is equal to 31.7% percent of the total space available in the lessor's building, and will be used as the basis for computing the Government's pro-rata share of real estate taxes, as defined in the Annual Real Estate Tax Escalation Clause. The percentage of occupancy is derived by dividing the total Government space of 58,345 rentable square feet by the total building space of 184,185 rentable square feet."

H. Exhibit A of LA 27 is hereby deleted in its entirety and hereby replaced with Exhibit A of this LA 28, comprised of the drawings entitled "[REDACTED] Lower Level Plan" and "[REDACTED] Third Floor Plan" and charts entitled "Government Responsibility for Critical Systems Maintenance and Janitorial Services" and "Lessor Responsibility for Systems Maintenance and Janitorial Services."

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