

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

August 31, 2010

LEASE NO.

GS-03B-09488

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

whose address is 1000 Technology Drive
Suite 8800
Fairmont, WV 26554-8827

and whose interest in the property hereinafter described is that of Owner.

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

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

Approximately 54,157.28 Rentable Square Feet yielding approximately 45,896 ANSI/BOMA Office Area square feet of office space, IT/Computing space and related support space located on the 3rd and Lower Level Floors, at the I-79 Technology Park Research Center, 1000 Galliker Drive, Fairmont, WV 26554-8826 together with 100 Structured parking spaces on the 3rd floor of the parking garage, 10 of which are reserved, as depicted on 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.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on

See Lease Rider Paragraph 13 through See Lease Rider Paragraph 13, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of See Lease Rider Paragraph 13 at the rate of See Lease Rider Paragraph 13 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

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

4. ~~The Government may terminate this lease in whole or in part effective at any time after the (Firm Term) full year of occupancy by giving at least _____ days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.~~

5. ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals: (Number of Options) (Option Term) year period(s) at the annual rental of \$ _____ (\$ _____ per ABOA square foot), plus accrued operating cost escalations~~

~~provided notice be given in writing to the Lessor at least _____ days before the end of the original lease term~~

~~or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.~~

6. 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. The ██████████ Space (Lower Level and portions of the 3rd Floor) is non-fully serviced.

SCANNED

JL rec

7. The following are attached and made a part hereof:

- A. Rider to Lease Contract No. GS-03B-09488 (6 pages).
- B. Solicitation for Offers No. 9WV2042 version "SFO NO. 9WV2042, 11/17/09: Finalized 7/14/2010: Includes Amendments 1 – 6" (77 pages).
- C. GSA Form 3517, "General Clauses" version dated November 2005 (33 pages).
- D. GSA Form 3518, "Representations and Certifications" version dated January 2007 (7 pages).
- E. "Program of Requirements, [REDACTED] [REDACTED] [REDACTED]" dated November 6, 2009 (89 pages).
- F. "Final Concept Basis of Design, [REDACTED] E [REDACTED] [REDACTED]" dated February 16, 2010.
- G. Tenant Improvement Lump Sum Price Proposal entitled "GSA [REDACTED] Uniformat Level 2 and Uniformat Level 3, July 16, 2010" (11 pages).
- H. Wage Rates, General Decision Number: WV080002, 10/23/2009, State of West Virginia.
- I. Vertex Non-Profit Holdings, Inc. Technical Proposal Narrative dated July 6, 2010, entitled "[REDACTED] Lease Proposal In Response to SFO No. 9WV2042 Final Submission."
- J. Vertex Non-Profit Holdings, Inc. Technical Proposal Drawings dated July 6, 2010, entitled "[REDACTED] [REDACTED] [REDACTED], Fairmont, West Virginia, Concept Design."
- K. Form B: Request for Sensitive But Unclassified Document is hereby incorporated by reference.
- L. Small Business Subcontracting Plan dated December 31, 2009 is hereby incorporated by reference.

8. The following changes were made in this lease prior to its execution: All references to BE&K Building Group throughout the Lease shall be replaced with March-Westin Company, Inc.

IN WITNESS WHEREOF, the undersigned have hereunto subscribed their names as of the date first above written.

LESSOR

BY

IN PRESENCE OF

[REDACTED SIGNATURE]

(Signature)

(Signature)

1000 TECHNOLOGY DRIVE
SUITE 8800
FAIRMONT, WV 26554

(Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE

BY

[REDACTED SIGNATURE]

Contracting Officer

(Official title)