

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDING SERVICES
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
No. 7
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DATE

11/10/2011

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)
PS0022011

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 issue notice to proceed with change orders #10, #14, #24, #26, #30, #31, #34, #36, #37, #38, #39, #57 and #58, and to memorialize the credits to the government associated with change orders #2, #17, #25, and #29.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective November 3, 2011, as follows:

A. This Supplemental Lease Agreement (SLA) issues notice to proceed with change orders #10, #14, #24, #26, #30, #31, #34, #36, #37, #38, #39, #57, and #58 as follows below. All work associated with the change orders below shall be completed no later than March 1, 2012, and shall be memorialized in As-Built drawings in accordance with the Lease requirements.

I. **Change Order #10: 12" Chilled Water (CHW) Pipe extension in Area A in the amount of [REDACTED].**
Scope of work: Based on the High Performance Computing (HPC) information provided to Vertex on 2/28/11 entitled [REDACTED] High Density Data Center Phase 2 Layout" (Exhibit A):
1) North side 12" chilled water piping (CHW Supply and CHW Return) shall be installed out to just beyond column line 8 as shown on Exhibit A. 2) Three sets of 8" cross-over pipes (CHW Supply and CHW Return) shall be installed. This is a reduction in scope as the Basis of Design requires four sets of 8" cross-over pipes. The redundant 12" CHW Supply and CHW Return lines at the West side of the High Density Data Center (HDDC) are not needed and the North side piping will not be extended into the Area B space. Appropriate sectional valves and capped flanges shall be provided as necessary. The total amount above includes the credit for the one less set of 8" cross-over pipes.

II. **Change Order #14: Additional/upgrade to brush grommets in Area A in the amount of [REDACTED].**
Scope of work: Upgrade 92 base contract standard grommets to brush type and add an additional 38 brush type grommets to Area A.

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

LESSOR: **Vertex Non-Profit Holdings, Inc.**

BY _____

PRESIDENT & CEO
(Title)

IN THE PRESENCE OF _____
(Signature)

1000 TECHNOLOGY DR. SUITE 8800
FAIRMONT, WV 26554
(Address)

UNITED STATES OF AMERICA General Services Administration, PBS

BY _____
(Signature)

Contracting Officer
(Official Title)

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III. Change Order #24: Add raised access floor to Room L113 in the amount of \$0.00.

Scope of work: Install raised access floor to Room No. L113 at no cost to the government.

IV. Change Order #26: Complete 12" CHW loop through Area B in the amount of [REDACTED]

Scope of work: Extend the HDDC 12" CHW pipe along the North wall from column line 8 through Area B and complete the CHW loop along the South wall. The final configuration will be a complete CHW loop through Areas A and B. This change is in addition to Change Order #10 which extends the HDDC 12" CHW pipe along the North wall to column line 8.

V. Change Order #30: Add overhead door between L139 and L124 in the amount of [REDACTED]

Scope of work: Supply and install an 8'-0" wide by 10'-0" high sectional overhead door between the Future Equipment Room (Room No. L124) and Loading Dock (Room No. L139) to facilitate the delivery and installation of future Air Handling Units 8, 9, and 10 and their associated equipment.

VI. Change Order #31: Add vehicular protective measures South of mechanical yard in the amount of [REDACTED]

Scope of work: Supply and install vehicular protective measures along the parking garage exit road traveling immediately South of mechanical yard to protect the mechanical yard from vehicular traffic.

VII. Change Order #34: [REDACTED] in the amount of [REDACTED]

Scope of work: Supply and install an additional [REDACTED], located in the HDDC Data Storage Network Room [REDACTED]. This [REDACTED] shall be located in such a manner to provide [REDACTED]

VIII. Change Order #36: Add garbage disposal in Room No. 338 in the amount of [REDACTED]

Scope of work: Supply and install a garbage disposal in the kitchenette (Room No. 338) sink.

IX. Change Order #37: Add power to floor boxes at windows along 3rd Floor north wall in the amount of [REDACTED]

Scope of work: Install power to a total of six (6) floor boxes located along the 3rd Floor North wall between column lines 2 and 6.

X. Change Order #38: Add clean agent distribution piping in Area B in the amount of [REDACTED]

Scope of work: Supply and install above ceiling and below ceiling clean agent distribution piping in HDDC Area B (Room No. L123). The below floor piping will not be installed at this time. However, the Lessor shall design the system planning for all piping (above ceiling, below ceiling, and below floor) in order to properly design for future below floor installation. The amount above includes the cost of the effort to design a complete system (above ceiling, below ceiling, and below floor) and the construction effort only for installing the above ceiling and below ceiling work. Design drawings shall be provided to the government once design is complete.

Initials:


Lessor

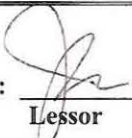

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- XI. **Change Order #39: Add cable tray hangers in Area B in the amount of [REDACTED]**
Scope of work: Supply and install all-thread and cable tray hangers in HDDC Area B (Room No. L123) based on future tray locations indicated on sheet T210 of Addendum 2 of the Construction Drawings.
- XII. **Change Order #57: Add (16) 4" valves to 12" CHW pipe per [REDACTED] High Density Data Center Phase 2 Layout," (Exhibit A), in Area A in the amount of [REDACTED].**
Scope of work: Supply and install (16) 4" valves to the 12" CHW pipe in HDDC Area A as indicated on Exhibit A.
- XIII. **Change Order #58: Add condensate line per "SGI Equipment Layout," (Exhibit B), in Area A in the amount of [REDACTED]**
Scope of work: Supply and install condensate line in HDDC Area A as indicated per Exhibit B.
- B. This SLA memorializes the credits to the government associated with change orders #2, #17, #25, and #29 as follows:
- I. **Change Order #2: Delete Area B raised access floor in the amount of [REDACTED].**
Scope of work: Delete the raised access floor in HDDC Area B.
- II. **Change Order #17: Reduction in CHW piping crossover taps in Area A in the amount of [REDACTED].**
Scope of work: Reduce the number of chilled water taps from 50 per cross over pipe to 36 per cross over pipe in the High Performance Computer chilled water system. This will result in a net reduction of 84 taps (14 less taps X 3 crossover sets (1 each supply and return)).
- III. **Change Order #25: Cancel secure office space in the amount of [REDACTED].**
Scope of work: In accordance email to the Lessor from the GSA Contracting Officer dated May 6, 2011, cease all planned build-out for the 3rd Floor secure office space. Secure office space shall be walled-in to restrict access from the outside.
- IV. **Change Order #29: Delete clean agent tanks – Area B in the amount of [REDACTED]**
Scope of work: Delete the clean agent tanks serving HDDC Area B. Header pipes and other associated infrastructure shall remain.
- C. The total cost for Change Orders #10, #14, #24, #26, #30, #31, #34, #36, #37, #38, #39, #57, and #58 is \$606,400.93. The total amount of the credits to the government associated with Change Orders #2, #17, #25, and #29 is \$411,141.51. For Paragraphs A and B above, the overall cost of the change orders less the amount of the credit is \$195,259.42.
- D. Supplemental Lease Agreement No. 3, Paragraph A Change Order 15 entitled "Control Systems Modifications" in the amount of \$45,597.89 is hereby deleted in its entirety and replaced with the following:

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"Change Order #15: Control System Modification in the amount of [REDACTED]."

Scope of work: Provide the following control system modification: Extend the base Warranty from one year to two years.

- E. Upon completion of the work, the Lessor shall notify the Contracting Officer to arrange for an inspection. The Government will pay the Lessor in the total amount of \$219,097.71 (comprised of \$195,259.42 and \$23,838.29 per Paragraphs C and D above) upon completion, inspection and acceptance of the work by the GSA Contracting Officer. After inspection and acceptance of work by the Government, a properly executed original invoice in the amount of \$219,097.71 shall be forwarded to:

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

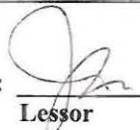
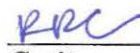
A copy of the invoice must also be mailed to:

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.

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