

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDING SERVICES

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT

No. 9
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DATE

12/20/2011

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)

PS0022329

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 #67, #68, #70, #71, #72, and #73.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective December 13, 2011, as follows:

A. This Supplemental Lease Agreement (SLA) issues notice to proceed with change orders #67, #68, #70, #71, #72, and #73 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 #67: Seminar Room Emergency Light Controllers in the amount of [REDACTED]**
Scope of work: This change is to install generator transfer devices (GTD) on the emergency lights located in Room 345 (Seminar Room) that adversely affect the quality of the A/V projection screens. The GTDs are emergency light relay controls that allow override of the emergency lights so that project screen quality is not affected. In the event of a power loss, the devices provide power to and illuminate the emergency lights.

II. **Change Order #68: Change 3rd Floor Balcony Card Reader to [REDACTED] Reader in the amount of [REDACTED]**
Scope of work: This change is to replace the existing Vertex card reader on Door 325C (3rd floor north balcony door from [REDACTED] offices) with a [REDACTED] card reader.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the undersigned, whose names are set forth below, have hereunto set their hands and seals at the City of [REDACTED], State of [REDACTED], this [REDACTED] day of [REDACTED], 2011.

LESSOR: [REDACTED] Inc.

BY: [REDACTED]

PRESIDENT & CEO
(Title)

IN TESTIMONY WHEREOF, the undersigned have hereunto set their hands and seals at the City of [REDACTED], State of [REDACTED], this [REDACTED] day of [REDACTED], 2011.

1000 TECHNOLOGY DRIVE, SUITE 8800
FAIRMONT, WV 26554
(Address)

(Signature)

UNITED STATES OF AMERICA, General Services Administration, PBS

Contracting Officer
(Official Title)

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III. Change Order #70: Add Switches for Front Five Can Lights in Seminar Room in the amount of [REDACTED]

Scope of work: This change is to add wall switches for the front five can lights in Room 345 (Seminar Room) to the front of the room for ease of control.

IV. Change Order #71: Flush and Fill 12" Chilled Water Pipe in Area B in the amount of [REDACTED]

Scope of work: This change is to flush and fill the new Area B 12" chilled water pipe with 30% glycol solution.

V. Change Order #72: 3rd Floor Balcony Storefront in the amount of [REDACTED]

Scope of work: This change is to replace the existing south 3rd floor balcony storefront (vicinity Room 319) with a removable storefront to enable future equipment lifts through this area.

VI. Change Order #73: Analog Position Transmitters in the amount of [REDACTED]

Install analog position transmitters on all modulating valves supplied by Johnson Controls. The only valves excluded in this scope of work are those supplied by Liebert on the CRAC, CRAH and FCU units.

- B. 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 \$72,431.46 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 \$72,431.46 shall be forwarded to:

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

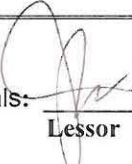

A copy of the invoice must also be mailed to:

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.

Initials:  & 
Lessor Gov't