

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	LEASE AMENDMENT No. 6
LEASE AMENDMENT	TO LEASE NO. GS-08P-LUT00129
ADDRESS OF PREMISES Wells Fargo Center 299 S. Main Street Salt Lake City, UT 84111	PDN Number: PS0039859

THIS AMENDMENT is made and entered into between

WASATCH PLAZA HOLDINGS, LLC

whose address is: 595 S. RIVERWOODS PKWY., SUITE 400
LOGAN, UT 84321-6845

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

WHEREAS, the parties hereto desire to amend the above Lease.

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 upon the full execution of this amendment as follows:

- 1.) To accept the Tenant Improvements as substantially complete; and
- 2.) To establish the commencement date of the lease rental payments; and
- 3.) To state the expiration of the firm term of the lease; and
- 4.) To establish the square footages of the leased space; and
- 5.) To revise the rent schedule and to provide the annual rental amounts; and
- 6.) To establish the Governments' percentage of occupancy for property tax purposes; and
- 7.) To provide for the rental reduction amount for vacant space; and
- 8.) To establish the base amount for the operating cost adjustments; and
- 9.) To establish the common area factor; and
- 10.) All other terms and conditions are in full force and effect.

See Attached

This Lease Amendment contains 2 pages and Exhibit A.

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

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: _____

Name: _____

Title: John Dahlstrom

Entity Name: Ex. Vice Pres. / Gen Counsel

Date: Wasatch Plaza Holdings LLC

Signature: _____

Name: _____

Title: Linda H. Hutton

GSA, Public Buildings Service,

Date: 4/11/2018

WITNESSED FOR THE LESSOR BY:

Signature: _____

Name: _____

Title: John Dahlstrom

Date: 04/06/2018

- 1.) The tenant improvements have been substantially completed and the Government accepts the leased premise on April 3, 2018. The Lessor and the Government agree that the requirements specifically identified in Exhibit A, the *GSA Form 1204 - Condition Survey Report*, attached to this lease amendment have not been met and these items are deficiencies. The Lessor is required to cure these deficiencies as part of the negotiated lease contract within 25 calendar days, or on or before April 27, 2018. Within 7 calendar days of the completion date for the Lessor to cure the deficiencies in Exhibit A, the Lessor must coordinate a follow-up inspection with the Lease Contracting Officer to ensure all corrective action has been completed. In the event of any failure by the Lessor to cure the deficiencies or to provide any required repair or modernization under this lease, the Government will perform the work and deduct these amounts from the rent, including all administrative costs. No extensions will be granted.
- 2.) The Commencement Date of the rental on the demised premise shall be April 3, 2018 and shall expire on April 2, 2028 subject to the termination rights set forth in the lease.
- 3.) The firm term of the lease expires on April 2, 2023.
- 4.) The total leased premise square footage shall be 24,305 Rentable Square Feet (RSF) yielding 20,264 ANSI/BOMA Office Area (ABOA).
- 5.) Paragraph 1.03, Rent and Other Considerations shall be amended as follows:

	Firm Term 4/3/2018 - 4/2/2023	Non Firm Term 4/3/2023 - 4/2/2028
	Annual Rent	Annual Rent
Shell Rent ¹	\$594,500.30	\$717,483.60
Operating Costs ²	\$119,094.50	\$119,094.50
Tenant Improvements rent ³	\$208,743.77	\$0.00
Building Specific Amortized Capital (BSAC) ⁴	\$0.00	\$0.00
Parking ⁵	\$0.00	\$0.00
Total Annual Rent	\$922,338.57	\$836,578.10

¹Shell rent calculation:

(Firm Term, Years 1-5) \$24.46 per RSF multiplied by the RSF stated under Paragraph 1.01

(Non Firm Term, Years 5-10) \$29.52 per RSF multiplied by the RSF stated under Paragraph 1.01

²Operating Costs rent calculation: \$4.90 per RSF multiplied by the RSF stated under Paragraph 1.01

³Tenant Improvements of \$899,782.39 are amortized at a rate of 6 percent per annum over 5 years

⁴Building Specific Amortized Capital (BSAC) \$0.00 are amortized at a rate of 0 percent per annum over 0 years

⁵Parking shall be provided at a rate of \$0.00 per parking space per month

- 6.) The Government's' Percentage of Occupancy for Property Tax Reimbursement purposes shall be 4.14% ((24,305 RSF (leased premise) / 587,484 RSF (Building total RSF) X 100).
- 7.) The Government's Adjustment for Vacant Space shall be a reduction of \$1.60/ABOA.
- 8.) In accordance with the Lease paragraph entitled "Operating Cost Base", the escalation base shall be \$119,094.50 (24,305 RSF X \$4.90 rounded).
- 9.) The Common Area Factor shall be 19.94% (((24,305 RSF – 20,264 ABOA) / 20,264 ABOA X 100 {rounded to the nearest whole percentage point per the lease agreement})).
- 10.) All other terms and conditions of the lease shall remain in full force and effect.

INITIALS:

LESSOR

&

GOV'T