

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDING SERVICES

SUPPLEMENTAL AGREEMENT  
No. 1

DATE  
December 23, 2010

**SUPPLEMENTAL LEASE AGREEMENT**

TO LEASE NO.  
GS-08P-14172

ADDRESS OF PREMISES 5425 West Amelia Earhart Drive  
Salt Lake City, UT 84116

THIS AGREEMENT, made and entered into this date by and between

whose address is KDC MLH SLC VENTURE, LLC  
8115 Preston Road, Suite 700  
Dallas, TX 75225-6344

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 clarify the current lease documents.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective, **December 23, 2010**, as follows:

1. The following lease paragraphs are deleted and replaced in their entireties:

"SFO Paragraph 1.18 OCCUPANCY DATE (SEP 2000)

A. The entire office building, annex, and parking structure must be completed and ready for occupancy by July 26, 2012, (610 days), based on an estimated lease award date of November 24, 2010. Upon delivery of the leased premises as substantially complete, the Government will prepare a "punch list" setting forth all items not essential to substantial completion and which are not yet complete. The Lessor must complete all punch list items within 30 days of receipt of said punch list. Until the date of final completion of such punch list items and acceptance thereof by the Government (the "Final Completion Date"), the Government will withhold from the monthly rental payable by the Government the amount of 5% of each monthly rental amount (the "Retainage"). The Government will pay the Retainage to the Lessor within 30 days after the Final Completion Date. In addition, the Government reserves the right to withhold from any Retainage the expenses (hourly wages x number of hours of service) incurred by Government personnel to escort the Lessor's contractors through the building."

All other terms and conditions of the lease shall remain in force and effect.

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

Vice President  
(Title)

8115 Preston Road, Suite 700, Dallas, TX 75225  
(Address)

Contracting Officer  
(Official Title)

2. General Services Administration Form 3517, Paragraphs 2, 15, and 17 are hereby deleted and replaced with the following:

"2. 552.270-5 SUBLETTING AND ASSIGNMENT (SEP 1999)

The Government may assign or sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such assignment or subletting. Any assignment or sublet shall be subject to the prior written approval of the Lessor, which shall not unreasonably be withheld. Should the Lessor not consent to any assignment or sublet, said portion may be returned to the Lessor with no rental accruing after its return."

"15. 552.270-10. FAILURE IN PERFORMANCE (SEP 1999)

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are interdependent. In the event of any failure by the Lessor to provide any service, utility, maintenance, repair, or replacement required under this lease the Government may, by contract or otherwise, perform the requirement and deduct from any payment or payment under this lease, then or thereafter due, the resulting cost to the Government, including all administrative costs. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled access to any and all areas of the building, access which is necessary to perform any such requirements, and the Lessor shall afford and facilitate such access. Alternatively, the Government may deduct from any payment under this lease, then or thereafter due, an amount which reflects the reduced value of the contract requirement not performed. No deduction from rent pursuant to this clause shall constitute a default by the Government under this lease. These remedies are not exclusive and are in addition to any other remedies which may be available under this lease or at law.

Before exercising any right to offset rent, including administrative fees, or terminate this lease for default as may be provided for or allowed under this lease, the Government shall first provide the Lessor and the first mortgagee with written notice of the default, and a reasonable opportunity to cure the default given the nature and circumstances of the default, so long as the Lessor proceeds diligently to cure the default. Notwithstanding and of the foregoing in this paragraph, the cure period shall not exceed 120 days or a lesser period that is reasonable under the circumstances, unless extended by the Contracting Officer. The Lessor must provide (and update as necessary) current contact information for the first mortgagee. Should the mortgagee's contact information prove to be invalid and the Government is unable to contact the first mortgagee of default or rent offset, the Government shall not be required to take additional measures to contact and/or notify the first mortgagee of any pending activities related to default under the terms of this paragraph."

"17. 552.270-7 FIRE AND CASUALTY DAMAGE (SEP 1999)

If the entire premises is destroyed by fire or other casualty, this lease will terminate immediately. In the case of partial destruction or damage, so as to render the premises or a part of the premises untenable, as reasonably determined by the Contracting Officer, the Lessor or the first mortgagee shall be allowed a reasonable period of time, considering the nature and extent of the partial destruction or damage, to repair or restore the lease premises to a tenable condition, provided the Lessor or first mortgagee submits to the Contracting Office a schedule indicating the work can be completed within a reasonable period of time, not to exceed 270 days from the date of the occurrence of the destruction or damage. If the Lessor or first mortgagee fails to submit a schedule in a timely manner, or fails to repair or restore the premises within a reasonable period of time not to exceed 270 days, the Government may terminate this lease. Rent shall not be paid for that portion of the lease premises which is untenable from the date of the partial destruction or damage until such time as the affected space has been repaired or restored. Nothing in the lease shall be construed as relieving the Lessor from liability for damage or destruction of property of the United States of America caused by the willful or negligent act or omission of the Lessor.

In the event of a fire or other casualty not caused by the Government or its employees which renders all or a portion of the premises untenable, but with respect to which the Lease is not terminated and the premises will be repaired and restored, and the Government will reoccupy the damaged portion of the premises as provided in the paragraphs above, the Lessor, to the extent of insurance proceeds available therefore, will reimburse the Government for reasonable moving and temporary relocation costs and expenses (which shall not include any rental expense to provide temporary space other than rental costs in excess of rent abated as a result of the fire or other casualty, and the costs to replace personal property damaged or destroyed as a result of the casualty, but shall include all third party costs, except rent as described in this paragraph, incurred by the Government to provide temporary replacement space for the tenant agency occupying the premises until such space has been repaired and is again ready for Government occupancy) the Government may incur in connection with the casualty affecting the premises.

To the extent such moving and temporary relocation costs exceed available insurance proceeds the Government shall have the option (to be exercised no later than six months following the acceptance of the leased space following the casualty) to extend the term of the lease for a number of days equal to the rental value of the amount of such excess costs. During such lease extension the total annual rent payable to the Government shall be equal to the base operating expenses as escalated to the date of such extension period."

Initials: \_\_\_\_\_ & KJB  
Gov't Lessor

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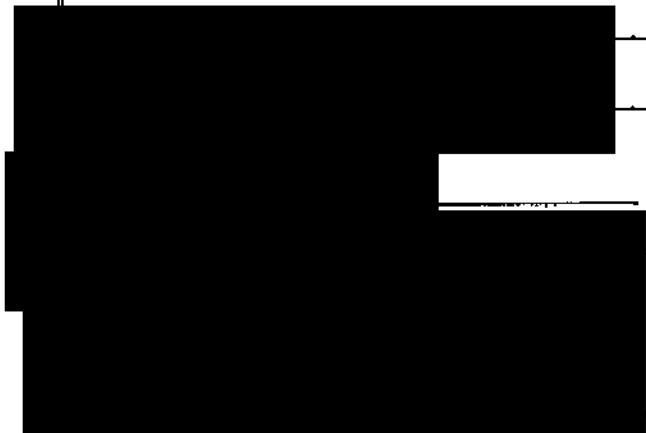
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 (Title)

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 (Address)

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Supplemental Lease Agreement No. 1  
Page 2.

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