

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 14	10/23/2012
	TO LEASE NO. GS-08P-14172 (LUT14172)	

ADDRESS OF PREMISES 5425 West Amelia Earhart Drive  
Salt Lake City, Utah 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, Texas 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 document the final space measurements, to provide for additional alterations to the leased space, to establish beneficial occupancy, and establish rent breakdown for the [REDACTED]

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said

Lease is amended October 23, 2012, effective upon Government execution as follows:

Paragraphs 1, 2, 3, 8, 10, 11 and 17 of the Standard Form 2, and any associated paragraphs listed in the SFO/POR, are hereby deleted in their entirety and the following are substituted therefore:

1. The Lessor hereby leases to the Government the following described premises: A total of 163,040 rentable square feet (RSF) of office/annex and related space, which yields 142,677 ANSI/BOMA usable square feet (USF) of space at 5425 West Amelia Earhart Drive, Salt Lake City, Utah, 84116 to be used for such purposes as determined by the General Services Administration in accordance with the [REDACTED]. Lessor and Government acknowledge the actual total building square footage is 169,542 rentable square feet. Lessor agrees to provide the additional 6,502 square feet (169,542 – 163,040) at no additional cost to the Government now and at no time during the firm term of this lease. Rent shall be calculated based upon 163,040 rentable square feet which includes 226 structured parking spaces and 92 surface parking spaces for exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on October 23, 2012 and continuing through October 22, 2032, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$6,288,218.48 at the rate of \$524,018.21 per month in arrears.

8. In accordance with the SFO paragraph entitled Tenant Improvement Rental Adjustment, Tenant Improvements in the amount of \$6,537,018.78 shall be amortized through the rent for 20 years at the rate of 6.75% over 25 years. The total annual cost for tenant improvements for the amortization period shall be \$541,980.19.

10. In accordance with the SFO paragraph entitled Operating Costs Base, the escalation base is established as \$954,143.00 per annum. This modification from the original offer is due to the [REDACTED] adding parking spaces during the construction process. There is additional paved surface which needs maintenance (snow removal, etc) which caused the increase in base operating costs.

11. In accordance with the SFO paragraph entitled Common Area Factor, the common area factor is established as 14.2720971% (142,677ABOA/163,040 RSF).

17. Rental Schedule –

Year	Shell Rate	TI's	Taxes	Security	Operating	Annual Rent
1	\$4,025,424.80	\$541,980.19	\$564,000.00	\$202,670.49	\$954,143.00	\$6,288,218.48
2	\$4,025,424.80	\$541,980.19	\$564,000.00	\$202,670.49	\$954,143.00	\$6,288,218.48
3	\$4,025,424.80	\$541,980.19	\$564,000.00	\$202,670.49	\$954,143.00	\$6,288,218.48
4	\$4,025,424.80	\$541,980.19	\$564,000.00	\$202,670.49	\$954,143.00	\$6,288,218.48

5	\$4,025,424.80	\$541,980.19	\$564,000.00	\$202,670.49	\$954,143.00	\$6,288,218.48
6	\$4,025,424.80	\$541,980.19	\$564,000.00	\$202,670.49	\$954,143.00	\$6,288,218.48
7	\$4,025,424.80	\$541,980.19	\$564,000.00	\$202,670.49	\$954,143.00	\$6,288,218.48
8	\$4,025,424.80	\$541,980.19	\$564,000.00	\$202,670.49	\$954,143.00	\$6,288,218.48
9	\$4,025,424.80	\$541,980.19	\$564,000.00	\$202,670.49	\$954,143.00	\$6,288,218.48
10	\$4,025,424.80	\$541,980.19	\$564,000.00	\$202,670.49	\$954,143.00	\$6,288,218.48
11	\$4,025,424.80	\$541,980.19	\$564,000.00	\$202,670.49	\$954,143.00	\$6,288,218.48
12	\$4,025,424.80	\$541,980.19	\$564,000.00	\$202,670.49	\$954,143.00	\$6,288,218.48
13	\$4,025,424.80	\$541,980.19	\$564,000.00	\$202,670.49	\$954,143.00	\$6,288,218.48
14	\$4,025,424.80	\$541,980.19	\$564,000.00	\$202,670.49	\$954,143.00	\$6,288,218.48
15	\$4,025,424.80	\$541,980.19	\$564,000.00	\$202,670.49	\$954,143.00	\$6,288,218.48
16	\$4,025,424.80	\$541,980.19	\$564,000.00	\$202,670.49	\$954,143.00	\$6,288,218.48
17	\$4,025,424.80	\$541,980.19	\$564,000.00	\$202,670.49	\$954,143.00	\$6,288,218.48
18	\$4,025,424.80	\$541,980.19	\$564,000.00	\$202,670.49	\$954,143.00	\$6,288,218.48
19	\$4,025,424.80	\$541,980.19	\$564,000.00	\$202,670.49	\$954,143.00	\$6,288,218.48
20	\$4,025,424.80	\$541,980.19	\$564,000.00	\$202,670.49	\$954,143.00	\$6,288,218.48

\*Annual escalation will be applied to operating costs and taxes per SFO paragraphs.

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.

LESSOR KDC MLH SLC Venture, LLC

[Redacted Signature]

*EVP*

(Title)

*10-19-12*

(Date)

[Redacted Address]

*8115 Preston Rd, Ste. 700*

(Address)

CONTRACTING OFFICER

[Redacted Signature]

CONTRACTING OFFICER

(Official Title)

*10/23/2012*

(Date)