

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 3	DATE March 5, 2012
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TO LEASE NO. LUT-14411

ADDRESS OF PREMISES:
The Lincoln Center
2365 Lincoln Avenue
Ogden, Utah 84401

THIS AGREEMENT, made and entered into this date by and between **BOYER RIO GRANDE HOLDINGS, L.C.**, a Utah Limited Liability Company whose address is
90 South 400 West, Suite 200
Salt Lake City, Utah 84101-1365
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 the considerations hereinafter mentioned covenant and agree that the said

Lease is amended, effective **February 15, 2012** as follows: to provide for NOVATION.

- (1) The attached Novation Agreement is hereby attached and made part of this Lease.
- (2) The Lessor is hereby changed to **BOYER RIO GRANDE HOLDINGS, L.C.**, a Utah Limited Liability Company
- (3) Paragraph C of the Lease is deleted and replaced by the following
"C. RENTAL. Rent shall be payable in arrears and will be due on the first of each month. When the date for commencement of rent falls after the 15th day of each month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

BOYER RIO GRANDE HOLDINGS, L.C.
90 South 400 West, Suite 200
Salt Lake City, Utah 84101-1365

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

LESSOR **BOYER RIO GRANDE HOLDINGS, L.C.**, a Utah Limited Liability Company

BY [Signature] [Signature]
(Signature) (Name) (Title)

IN PRESENCE 90 SOUTH 400 WEST, STE 200
SALT LAKE CITY, UT 84101
(Address)

UNIT **MINISTRATION, PUBLIC BUILDINGS SERVICE, REAL ESTATE DIVISION**

BY [Signature] CONTRACTING OFFICER
(Name) (Official Title)

**NOVATION AGREEMENT
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BOYER GSA RIO GRANDE, L.C., TRANSFEROR
BOYER RIO GRANDE HOLDINGS, L.C., TRANSFEREE**

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(a) THE PARTIES TO THIS AGREEMENT ARE:

BOYER GSA RIO GRANDE, L.C., (Transferor), **BOYER RIO GRANDE HOLDINGS, L.C.**, (Transferee), and the United States of America (Government) enter into this Agreement as of February 15, 2012.

(b) THE PARTIES AGREE TO THE FOLLOWING FACTS:

- (1) The Government, represented by various Contracting Officers of the General Services Administration, entered into a lease contract on September 2, 2010, for Lease No. LUT-14411 (Lease Contract), with **BOYER GSA RIO GRANDE, L.C.**, (Transferor), which is for space occupied by the Government at The Lincoln Center, 2365 Lincoln Avenue, Ogden, Utah.

The term "Lease Contract", as used in this Agreement, means the above Lease Contract, including all modifications, made between the Government and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under the Lease Contract). Included in the term "Lease Contract" is also all modifications made under the terms and conditions of the Lease Contract between the Government and the Transferee, on or after the effective date of this Agreement.

- (2) By virtue of a Special Warranty Deed dated February 15, 2012 (attached hereto as Exhibit A and by this reference made a part hereof), **BOYER GSA RIO GRANDE, L.C.**, has conveyed the property known as The Lincoln Center, 2365 Lincoln Avenue, Ogden, Utah to **BOYER RIO GRANDE HOLDINGS, L.C.**
- (3) The Transferee has acquired the entire portion of the assets involved in performing the Lease Contract by virtue of the above transfer.
- (4) The Transferee has assumed all obligations and liabilities of the Transferor under the Lease Contract by virtue of the above transfer.
- (5) The Transferee is in a position to fully perform all obligations that may exist under the Lease Contract.

INITIALS: df & PH & J
Transferor & Transferee Government

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BOYER RIO GRANDE HOLDINGS, L.C., TRANSFEREE
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- (6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the Lease Contract.
- (7) Evidence of the above transfer has been filed with the Government.

(c) IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT:

- (1) The Transferor confirms the transfer to the Transferee and waives any claims and rights against the Government that it now has or may have in the future in connection with the Lease Contract.
- (2) The Transferee agrees to be bound by and to perform the Lease Contract in accordance with the conditions contained in the Lease Contract. The Transferee also assumes all obligations, and liabilities of, and all claims against, the Transferor under the Lease Contract as if the Transferee were the original party to the Lease Contract.
- (3) The Transferee ratifies all previous actions taken by the Transferor with respect to the Lease Contract, with the same force and effect as if the action has been taken by the Transferee.
- (4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the Lease Contract. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the Lease Contract as if the Transferee were the original party to the Lease Contract. Following the effective date of this Agreement, the term "Lessor," as used in the Lease Contract, shall refer to the Transferee.
- (5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.
- (6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the Lease Contract, shall be considered to have discharged those parts of the Government's obligations under the Lease Contract. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the Lease Contract, to the extent of the amounts paid or reimbursed.

INITIALS: & &
Transferor & Transferee Government

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BOYER RIO GRANDE HOLDINGS, L.C., TRANSFEREE**

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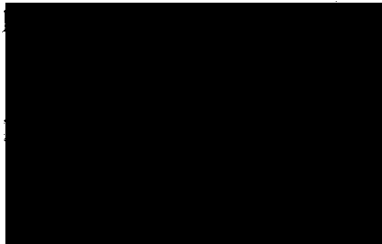
- (7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer of this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Lease Contract.
- (8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee (i) assumes under this Agreement or (ii) may undertake in the future should this Lease Contract be modified under its terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.
- (9) The Lease Contract shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.
- (10) This Agreement shall be in effect from the date of the last signatory hereto.

I agree to the terms and conditions set forth in this Novation Agreement.

BOYER GSA RIO GRANDE, L.C., TRANSFEROR
a Utah limited liability company

**BOYER PROJECT COMPANY, L.C., a Utah limited
liability company, its Manager**

THE BOYER COMPANY, L.C., a Utah limited



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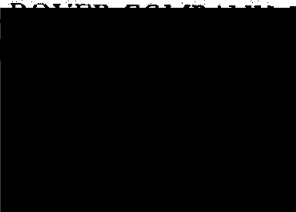
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BOYER RIO GRANDE HOLDINGS, L.C., TRANSFEREE
A Utah limited liability company

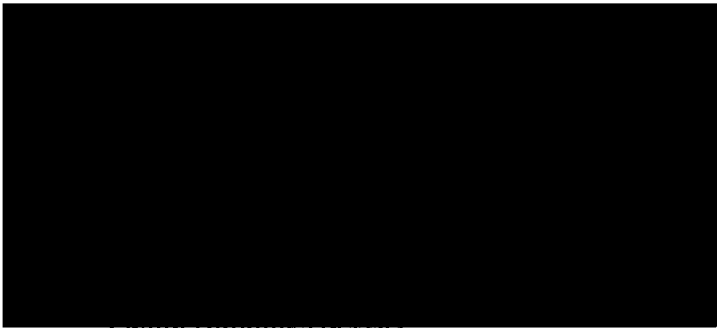
BOYER PROJECT COMPANY, L.C., a Utah limited
liability company, its Manager

THE BOYER PROJECT COMPANY, L.C., a Utah limited
liability company, its Manager

By:



anager



(NT)

Boyer Holdings Service