

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1	DATE August 24, 2010
	TO LEASE NO. LUT14467	

ADDRESS OF PREMISES **Taylor's Landing Center**
2520 West 4700 South, Suite 9A
Taylor'sville, UT 84118-1847

THIS AGREEMENT, made and entered into this date by and between **Taylor's Landing Plaza, LLC**

whose address is **c/o Westerra Corporation**
265 East 100 South, Suite 308
Salt Lake City, UT 84111-1650

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 reconcile the lease.**

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

Lease is amended, effective September 13, 2010 as follows:

GSA Form 3625 Part II A, Paragraphs 1,2(c), Part II Paragraph B, Part II Paragraph C (5) & (6) and Supplemental Lease Requirements Paragraph 10 and 12 are hereby deleted and replaced with the following Supplemental Lease Requirements Paragraph 2F, and 4C are hereby added to the Lease:

"Part II A Paragraph 1, Taylor's Landing center, 2520 West 4700 South, Suite 9A, Taylor'sville, UT 84118-1847. Paragraph 2(c): Rentable: 5377 square feet ABOA: 5377 square feet Common Area Factor 1.0

"Part II, Paragraph B. TERM: To have and to hold, the said premises with its appurtenances for the term commencing on September 13, 2010 and continuing through September 12, 2020 inclusive. The Government may terminate all or any portion of this lease at any time on or after September 12, 2015, by giving at least Ninety (90) days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

Part II, Paragraph C (5): Amount of Annual Rent: \$99,507.42 (Years 1-5) \$75,170.02 (Years 6-10)

Part II, Paragraph C(6) amount of Monthly Rent: \$ 8,292.29 (Years 1-5) \$ 6,264.17 (Years 6-10)

"2F. Annual Rent consists of three (3) components:

- a. Shell Rent. Shell Rental Rate Years one through five is \$42,821.99 annually or \$7.9640 per RSF. The Shell Rental Rate years Six through Ten is \$43,359.69 or \$8.0640 per RSF. Shell Rental Rate includes base year share of annual Real Estate Taxes which is \$6,580.37 or \$1.22 per RSF.
- b. Base Operating Costs. Base year services cost is \$31,810.33 annually or \$5.9160 per RSF.
- c. Amortized Tenant Improvement. Adjusted amortized TI rental is \$24,875.10 annually or \$4.63 per RSF. Years one through five only.

"4C TENANT IMPROVEMENT ALLOWANCE: The rental rate in paragraphs GSA Form 3626 Part II Paragraph C (5) (6) and Supplemental Lease Requirements Paragraph 2F of this SLA includes the Tenant Improvement Cost in the amount of \$111,190.42 amortized over the 5 year firm term (60 Months) of the lease agreement at an interest rate (amortization rate) of 4.5% per year."

"10. PERCENTAGE OF OCCUPANCY: The percent of the building occupied by the Government, for purposes of tax adjustments, will be established during negotiations. The total rentable square footage available in the subject building is 45,903 Rentable Square Feet. The Percentage of occupancy by the government under this lease is 11.71%."

"12. OPERATING COST BASE: Pursuant to Paragraph 11 of the supplemental Lease requirements, "Operating Costs", the base rate for purposes of operating cost escalation is established at \$31,810.33.00 annually (\$5.9160 per rentable square foot per annum)."

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, TAYLORS LANDING PLAZA, L.L.C.

BY  Westerra as agent for Taylor's Landing, LLC
IN  (Title)
 (Address)

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE, REAL ESTATE DIVISION

BY  CONTRACTING OFFICER
Mic (Official Title)