

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT NO. 1

DATE 7/1/2010

TO LEASE NO. GS-08P-14498

ADDRESS OF PREMISES Ogden City Centre
2484 Washington Boulevard
Ogden, Utah 84401-2344

THIS AGREEMENT, made and entered into this date by and between **Boyer Washington Boulevard Associates II, LTD**
whose address is: 90 South 400 West, Suite 200, Salt Lake City, UT 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 5/1/2010 as follows: to provide for lump sum payment move, security and IT work associated with 5th floor expansion.

Paragraphs 3, 13 and 14 are hereby deleted and replaced with the following:

3. The Government shall pay the Lessor annual rent of \$404,062.06 at the rate of \$33,671.84 per month in arrears. Rent for a lesser period shall be prorated. Rent payments shall be made payable to:

Boyer Washington Boulevard Associates II, LTD
90 S. 400 W. Suite 200
Salt Lake City, UT 84101-1365

13. The Government and Lessor hereby agree that the following changes have been negotiated and agreed upon. The Government shall amortize the cost for the alterations into the rent for **53 months (5/1/10 – 9/30/2014)** at the rate of 10% per annum. This adds an additional \$32,718.12 to the annual rent. The payment shall commence upon inspection and acceptance for the completion of work described in the attached statement of work. The total cost of alterations agreed upon and as represented in attached plans (hereby incorporated into the lease) is not to exceed \$116,403.00.
14. The total annual rental rate of \$404,062.06 (includes the shell rental rate of \$9.92 per rentable square foot for 13,107 rsf \$130,021.44, \$12.50 per rsf for 6,395 rsf, \$79,937.50 – total annual shell of \$209,958.94), base operating costs of \$6.25 per rentable foot, \$121,887.50 annually, taxes of \$1.25 per rentable square foot (\$24,377.50 annually), \$15,120 annually for parking and tenant improvements of \$1.68* prsf (\$32,718.12 annually to 9/30/2014).

Paragraph 15 is hereby incorporated into the lease:

- "15. The Government and Lessor hereby agree that the following changes have been negotiated and agreed upon. The Government shall make a one-time lump sum reimbursement to the Lessor, upon inspection and acceptance for the completion of work described in the attached statement of work. The total reimbursable amount is not to exceed \$30,483.00, for the services related to move services (), security () and IT cabling () (see attached SOW, 11 pages). Payment shall be made upon receipt and Government approval of appropriate invoice.

The Vendor receiving payment shall issue the invoice. Additionally the invoice shall include a unique invoice number and cite the following PDN number PS0017585 [Invoices submitted without the PDN are immediately returned to the Vendor.] Invoices shall be submitted to the Greater Southwest Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at www.finance.gsa.gov. Vendors who are unable to process the invoice electronically may mail the invoice to the following address: GSA, Greater Southwest Finance Center (7BCP), P.O. Box 17181, Fort Worth, Texas 76102."

All other terms and conditions remain in force and effect.

[Redacted] subscribed their names as of the above date.

[Redacted] rd Associates II, LTD

Manager

(Title)

[Redacted]
(Address)

UNITED STATES OF AMERICA - GENERAL SERVICES ADMINISTRATION, PUBLIC BUILDINGS SERVICE

[Redacted] CONTRACTING OFFICER

(Official Title)

Tammy