

**Supplemental Lease Agreement
Number 2**

Lease Number: LUT14515

Date: 9-30-2011

THIS AGREEMENT, made and entered into this date by and between MAOB, L.L.C.
whose address is 3212 South State Street, Salt Lake City, UT 84115-3825

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: establish the terms of beneficial occupancy.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective August 29, 2011 as follows:

I. Paragraph 1 is hereby deleted in its entirety and replaced with:

"The Lessor hereby leases to the Government the following described premises:

A total of 24,251 rentable square feet (RSF) of office and related space, which yields 20,413 ANSI/BOMA Office Area square feet (USF) of space on a portion of the fourth floor, and a portion of the first floor of the building at Mountain America Office Building, 660 South 200 East, Salt Lake City, Utah 84111-3846 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are 4 on-site reserved structured parking spaces, and 121 on-site structured parking spaces for the exclusive use of Government employees."

II. Paragraph 2 is hereby deleted in its entirety and replaced with:

"TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning September 1, 2011 through August 31, 2026, (15 years total, 10 years firm term) subject to termination and renewal rights as may be hereinafter set forth."

III. Paragraph 3 is hereby deleted in its entirety and replaced with:

"The Government shall pay the Lessor monthly in arrears in accordance with the following table:

| Months | Shell | Cost of Services | Annualized | | Building Specific Security | Total Annual Rent | Total Monthly Rent |
|------------------|--------------|------------------|------------------------------|-------------------|----------------------------|-------------------|--------------------|
| | | | Tenant Improvement Allowance | Real Estate Taxes | | | |
| 9/1/11 - 8/31/21 | \$243,122.56 | \$131,004.19 | \$ 106,526.83 | \$21,758.41 | \$ - | \$502,411.99 | \$41,867.67 |
| 9/1/21 - 8/31/26 | \$360,146.05 | \$131,004.19 | \$ - | \$21,758.41 | \$ - | \$512,908.65 | \$42,742.39 |

Rent shall be adjusted in accordance with the provisions of the Solicitation For Offers and General Clauses. Rent for a lesser period shall be prorated. Rent shall be made payable to:

MAOB, L.L.C.
 3212 South State Street
 Salt Lake City, UT 84115-3825."

IV. Paragraph 4 is hereby deleted in its entirety and replaced with:

"The Government may terminate this lease in whole or in part at any time after August 31, 2021 by giving at least 90 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

V. Paragraph 7 is hereby deleted in its entirety and replaced with:

"The tenant buildout will conform to the specification in SFO 9UT2049B and are to be provided by the Lessor as part of the total rental payment. The tenant buildout costs of \$764,564.02 are amortized for a period of 120 months at 7.0%. The amortized tenant buildout costs are \$4.39 per rentable square foot."

VI. Paragraph 8 is hereby deleted in its entirety and replaced with:

"In accordance with provisions of Paragraphs 4.2 Tax Adjustment, 4.3 Operating Costs, and 4.4 Adjustment for Vacant Premises of the Solicitation for Offers 9UT2049B, the following parameters are established:

(a) The lease is subject to operating cost escalations. The base cost of services is established at \$131,004.19 or \$5.40 per rentable square foot.

(b) The lease is subject to real estate tax escalations. The real estate tax base is established at \$21,758.41 or \$0.89 per rentable square foot. In accordance with the terms of Paragraph 4.2, the percentage of occupancy is 23.9765% based on a Gross Building Area of 101,145 square feet divided by the Government's premises of 24,251 RSF. The base year tax statement will be submitted within 60 calendar days after the last date the Real Estate Tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest after payment to establish the base year taxes. If the tax statement is for multiple parcels or buildings, the value of each property shall be defined.

(c) The Adjustment for Vacant space is \$2.54 per ANSI/BOMA Office Area square foot."

VII. Paragraph 9 is hereby deleted in its entirety and replaced with:

"In accordance with SFO paragraph 4.1, Measurement of Space, the common area factor is established as 1.188017440."

VIII. Paragraph 17 is hereby deleted in its entirety and replaced with:

"REIMBURSABLE ITEMS: The Government agrees to reimburse \$481,604.56 to the Lessor upon completion and acceptance of the project by the Government and upon receipt of an acceptable itemized invoice from the Lessor. Payment shall be forwarded to:

MAOB, L.L.C.
3212 South State Street
Salt Lake City, UT 84115-3825

The Vendor receiving payment shall issue the invoice. Additionally the invoice shall include a unique invoice number and cite the following PDN number PS0019830 [Invoices submitted without the PDN are immediately returned to the Vendor.] Invoices shall be submitted to the Greater Southwestern 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 invoices electronically, may mail the invoices to the following address: GSA, Greater Southwest Finance Center (7BCP), P.O. Box 17181, Fort Worth, Texas 76102."

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, MAOB, LLC
BY MANAGER FOR MAOB L.L.C.

[Redacted Signature]

Authorized Signatory
(Title)

In [Redacted Signature]
(Signature)

635 West 5800 South, Suite 203 Salt Lake City UT 84123
(Address) United States Of America, General

[Redacted Signature] ice.

LEASE CONTRACTING OFFICER
(Official Title)