

**SUPPLEMENTAL LEASE AGREEMENT**

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. LUT14604	DATE	PAGE 1 of 3
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ADDRESS OF PREMISES  
Continental Airlines Building, 5416 Amelia Earhart Drive, Salt Lake City, Utah 84116-3714

**THIS AGREEMENT**, made and entered into this date by and between NSC SLIC I, LLC

whose address is 4701 WEST 2100 SOUTH  
SALT LAKE CITY, UT 84120-1223

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 expand the leased premises and adjust all costs associated with the expansion of the space.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution by the Government as follows:

1. Paragraph 1 of the Lease shall be deleted and replaced with the following:

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

A total of 25,566 rentable square feet (RSF) of office and related space, which yields 22,232 ANSI/BOMA Office Area square feet (USF) of space under lease, at Continental Airlines Building, 5416 Amelia Earhart Drive, Salt Lake City, Utah 84116-3714 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 fifty-eight (58) onsite surface parking spaces, 4 of which shall be located in a secured area and are for the exclusive use of the Government."

2. Paragraph 3 of the Lease shall be deleted in its entirety and replaced with the following:

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

Months	Annualized Shell	Annualized Cost of Services	Annualized Tenant Improvement Allowance	Annualized Real Estate Taxes	Annualized Building Specific Security	Total Annual Rent	Total Monthly Rent
1 - 120	\$212,774.56	\$142,405.34	\$141,440.31	\$30,136.92	\$11,134.81	\$537,891.94	\$44,824.33
121 - 180	\$212,774.56	\$142,405.34	\$0.00	\$30,136.92	\$0.00	\$385,316.82	\$32,109.74

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into subscribed their names as of the date first above written.

LESSOR

NAME OF SIGNER

*KEITH WALLACE*

IN PRESENCE OF

NAME OF SIGNER

*William Opie*

SIGNATURE

NAME OF SIGNER

*Amly Marie Vaughn*  
OFFICIAL TITLE OF SIGNER  
*Lease Contracting Officer*

Rent shall be adjusted in accordance with the provisions of the Solicitation for Offers (OUT2050) and General Clauses. Rent for a lesser period shall be prorated. Rent shall be made payable to:

NSC SLIC I, LLC  
4701 WEST 2100 SOUTH  
SALT LAKE CITY, UT 84120-12232."

3. Paragraph 9 of the Lease shall be deleted in its entirety and replaced with the following:

"9. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$971,476.60 (22,232 USF x \$43.697220) shall be amortized through the rent for 120 months at the rate of 8.0%. The total annual cost of Tenant Improvements for the amortization period shall be \$141,440.31."

4. Paragraph 10 of the Lease shall be deleted in its entirety and replaced with the following:

"10. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 19.272840% (25,566 RSF / 132,653 RSF)."

5. Paragraph 11 of the Lease shall be deleted in its entirety and replaced with the following:

"11. In accordance with the SFO paragraph entitled *Operating Costs*, the cost of services base is \$142,405.34 per annum. This lease is subject to operating cost escalation."

6. Paragraph 12 of the Lease shall be deleted in its entirety and replaced with the following:

"12. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.14996402 (25,566 RSF/22,232 USF)."

7. Paragraph 14 of the Lease shall be deleted in its entirety and replaced with the following:

"14. In accordance with the SFO Paragraph entitled *Tax Adjustment*, this lease is subject to real estate tax adjustment. The base amount is established as \$156,367.00 for the building. The percentage of occupancy is 19.2728402%."

8. Paragraph 18 of the Lease shall be deleted in its entirety and replaced with the following:

"18. In accordance with Paragraph 2.5 (Broker Commission and Commission Credit), Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease ("Commission"). The total amount of the Commission is [REDACTED] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Due to the Commission Credit described in Paragraph 2.B, only [REDACTED], or [REDACTED] of the Commission, will be payable to Studley. The remaining [REDACTED], or [REDACTED] which is the "Commission Credit", shall be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time period practicable.

Notwithstanding Paragraph 3 of this Lease, the shell rental portion, excluding taxes, of the annual rental payments (\$212,774.56 / 12 months = \$17,731.21 per month) due and owing shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue throughout the fifth month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

INITIALS:  &   
LESSOR GOVT

First Full Month's Rental Payment \$44,824.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent  
Second Full Month's Rental Payment \$44,824.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent  
Third Full Month's Rental Payment \$44,824.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent  
Fourth Full Month's Rental Payment \$44,824.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent.  
Fifth Full Month's Rental Payment \$44,824.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Month's Rent.  
Sixth Full Month's Rental Payment \$44,824.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Sixth Month's Rent.  
Seventh Full Month's Rental Payment \$44,824.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Seventh Month's Rent.

9. Paragraph 19 of the Lease shall be deleted in its entirety and replaced with the following:

"19. This lease will be supplemented to show the actual effective date and the exact amount of square footage after the space has been prepared, mutually measured and accepted by the Contracting Officer. In the event the actual amount of space exceeds 22,232 ANSI/BOMA Office Area square feet, there will be no additional cost to the Government."

10. The Lessor and Government acknowledge the tenant agency will furnish and arrange for the delivery and set-up of a freestanding electric range (including oven and cook top) and ventilation hood within food preparation area of the leased premises. The tenant agency shall be responsible for the cost of all equipment, electrical outlets, any ventilation duct work, and carbon filters that may be required by city or fire code in connection with this installation. The Lessor shall submit a change proposal to the Contracting Officer for any necessary additional above-standard tenant improvement work. As it relates to this equipment, the tenant agency shall be solely responsible for delivery, operation and maintenance, and removal costs throughout the term of the lease. Any damage caused during the delivery and installation, operations and maintenance, normal use, or removal of the equipment shall be considered above normal wear and tear to the leased premises and shall be the responsibility of the tenant agency. In the event of damage caused by negligent use, the Federal Tort Claims Act will apply.

11. The following shall be deleted from the SFO without substitution:

- Section 1.2 UNIQUE REQUIREMENTS (AUG 2008), paragraphs B and C.
- Section 1.12 BUILDING SHELL REQUIREMENTS (AUG 2008), paragraph 13.
- Section 3.2 TENANT IMPROVEMENTS INCLUDED IN OFFER (AUG 2008), paragraph C.
- Section 3.4 GSA FORMS AND PRICING INFORMATION (AUB 2008), Paragraph A. 8.
- Section 3.7 GREEN LEASE SUBMITTALS (SEP 2010), Paragraph B. 10.

All other terms of this lease shall remain unchanged.

INITIALS:  &   
LESSOR & GOVT