

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 12
	TO LEASE NO. LUT14604
ADDRESS OF PREMISES Continental Airlines Building 5416 Amelia Earhart Drive Salt Lake City, Utah 844116-3714	PDN Number: N/A

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

whose address is: 4701 West 2100 South
Salt Lake City, Utah 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 increase the Annual Operating Expenses to include the addition of adding a "freestanding" hand sanitizer unit in the public waiting area of the premises, adjust the annual rental schedule to include the increase in Annual Operating Expenses, confirm the Broker Commission Credit, correct the Building Specific Security Costs in the Lease and delete the requirement for the installation of the freestanding electric range agreed to in Supplemental Lease Agreement No. 1.

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 3 of the Lease shall be modified and replaced with the following:

"3. Beginning January 24, 2013, 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
1/24/2013-1/23/2023	\$212,774.56	\$143,245.34	\$141,440.31	\$30,136.92	\$11,134.81	\$538,731.94
1/24/2023-1/23/2028	\$212,774.56	\$143,245.34	\$0.00	\$30,136.92	\$0.00	\$386,156.82


* Total Tenant Improvement Allowance is \$971,476.59 amortized for a period of 10 years at 8.0% interest.
* Total Building Specific Security is \$76,479.00 amortized for a period of 10 years at 8.0% interest.

Continued on Page 2

This Lease Amendment contains 2 pages.

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 below date.

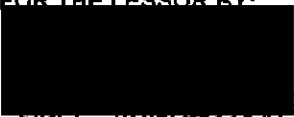
FOR THE LESSOR:

Signature: 
 Name: _____
 Title: CFO
 Entity Name: NCS SLIC I, LLC
 Date: 4-28-2013

FOR THE GOVERNMENT:

Signature: 
 Name: _____
 Title: Lease Contracting Officer
GSA, Public Buildings Service
 Date: 4-30-13

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: _____
 Title: CONSTRUCTION MANAGER
 Date: 4-28-2013

2. 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 \$143,245.34 per annum. This lease is subject to operating cost escalation."

3. 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 seventh month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

First Full Month's Rental Payment \$44,894.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent
Second Full Month's Rental Payment \$44,894.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent
Third Full Month's Rental Payment \$44,894.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Third Month's Rent
Fourth Full Month's Rental Payment \$44,894.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent.
Fifth Full Month's Rental Payment \$44,894.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Month's Rent.
Sixth Full Month's Rental Payment \$44,894.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Sixth Month's Rent.
Seventh Full Month's Rental Payment \$44,894.33 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Seventh Month's Rent.

4. Paragraph 16 of the Lease shall be deleted in its entirety and replaced with the following:

"16. In accordance with the final offer dated 2-26-2011, Building Specific Security costs in the total amount of \$76,479.00 shall be amortized through the rent for 120 months at the rate of 8.0%."

5. The Lessor agrees to furnish and maintain throughout the term of this Lease, a "freestanding" hand sanitizer unit in the public waiting area of the premises. The Lessor and the Government acknowledge an addition of [REDACTED] annually has been included in the Operating Costs to compensate the Lessor for this request.

6. Paragraph 10 of Supplemental Lease Agreement No. 1 shall be deleted from this Lease without substitution.

7. Use of the GSA Form 276, Supplemental Lease Agreement (SLA) has been discontinued. All references in the lease to "GSA Form 276" or "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment."

8. All other terms and conditions remain in full force and effect.

INITIALS: je & [Signature]
LESSOR GOV'T