

ADDRESS OF PREMISES **Weber Center Building  
2484 Washington Blvd, Ste. 200  
Ogden, UT 84401**

THIS AGREEMENT, made and entered into this date by and between

whose address is **Woodbury Corporation  
2733 East Parleys Way, Suite 300  
Salt Lake City, UT 84109**

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 provide for a reduction in space by releasing space B2 in the amount of 2,019 usable/2382 rentable Square feet, and provide for the removal of 2 locks, and replacements with building standard locks.

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

Lease is amended, effective **October 1, 2012** as follows:

**Paragraph 1.01, and 1.03 A, 1.08 are hereby deleted and replaced with the following to the lease Paragraph 8.02 is hereby added to the lease:**

**"1.01 THE PREMISES—Succeeding (APR 2011)**

Unless otherwise noted, the Government accepts the leased premises and tenant improvements in their current existing condition, with the following exceptions further outlined more thoroughly in this solicitation. These exceptions include, but are not limited to, security improvements, National Fire Protection Association (NFPA) requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. The Lessor shall be responsible for continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set in the below SFO paragraphs and attached General Clauses.

The Premises are described as follows:

Office and Related Space: 27,237.00 rentable square feet (RSF), yielding 25,101.00 ANSI/BOMA Office Area (ABOA) square feet (sq. ft.) of office and related space (based upon a Common Area Factor of 17.99982 percent, located on the **Basement, First and Second floors** known as Suite(s) **B1, 100, 101, and 270**, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit B SLA 1. "

**"1.03 A. RENT AND OTHER CONSIDERATION—succeeding (APR 2011)**

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

Shell Rental Rate	\$ 314,814.10	\$11.56
Tenant Improvements Rental Rate*	\$ 0.00	\$ 0.00
Operating Costs	\$ 157,702.23	\$ 5.79
Real Estate Tax Component of Shell	\$ 38,177.42	\$ 1.40
<b>FULL SERVICE RATE</b>	<b>\$510,693.67</b>	<b>\$18.75</b>

**"1.08 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT, ESTABLISHMENT OF TAX BASE (APR 2011)**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment clause of this lease is **71.10** percent based on a total of 38,308 rentable square feet in the building owned by the Lessor. The percentage of occupancy is derived by dividing the total Government space of **27,286.37** rentable square feet by the total building space of **38,308** rentable square feet. The Real Estate Tax Base, as defined in the Real Estate Tax Adjustment clause of the Lease is **\$53,730.42. Tenants PRS is \$38,202.33"**

**"8.02 REIMBURSABLE ITEMS:** The Lessor agrees to provide, install, and maintain the following work items as described by this Supplemental Agreement Number 1. The Government agrees to reimburse the Lessor in the amount of \$313.26 upon completion of the work, inspection, acceptance of the following described work items by the Government, Supplemental Lease Agreement Number 11 signed by both parties, and upon receipt of an acceptable itemized invoice by the Lessor. In no event shall payment be made prior to the delivery date for the space. Payment will be made for those items that are newly installed, based on the following negotiated and agreed upon cost.

Payment shall be forwarded to: **Woodbury Corporation, 2733 East Parleys Way, Suite 300, Salt Lake City, UT 84109**

The Vendor receiving payment shall issue the invoice. The invoice shall include a unique invoice number and cite the following PDN Number, **PS0024760**. (Invoices submitted without the PDN Number 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 GSA Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov). Vendors who are unable to process the invoices electronically may mail the invoices to the following address: GSA, Greater Southwestern Finance Center (7BCP), P.O. Box 17181, Fort Worth, TX 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.

LE

BY

IN

*President*

(Title)

*2733 E. Parleys Way # 800 SLC, UT 84109*

(Address)

UNITED STATES OF AMERICA ADMINISTRATION, PUBLIC BUILDINGS SERVICE, MOUNTAIN-PLAINS SERVICE CENTER

BY

CONTRACTING OFFICER

(Official Title)

Michael A. Gawell