

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 04
	TO LEASE NO. GS-08P-LUT14823
ADDRESS OF PREMISES: Ogden City Centre 2484 Washington Boulevard Ogden, Utah 84401-2344	PDN Number: n/a

THIS AMENDMENT is made and entered into 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 to implement Adjustment for Vacant Premises for third floor space (10,894 ABOA, 12,588 RSF).

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective October 1, 2016 as follows:

The following paragraph is hereby incorporated into the lease:

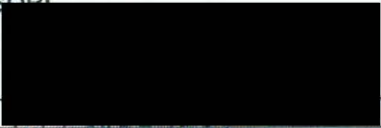
RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES: The Government vacated the third (3rd) floor prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$8,856.00 annually (\$0.81 per ABOA SF for 10,894 ABOA SF \$0.70 per RSF).

Paragraph 1.03 A is hereby deleted and replaced with the following:


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: General Partner
 Entity Name: Boyer Washington Boulevard Assoc. LTD
 Date: 9/12/16

FOR THE GOVERNMENT:

Signature: 
 Name: _____
 Title: Lease Contracting Officer
 GSA, Public Buildings Service,
 Date: 9/15/16

WITNESSED FOR THE LESSOR BY:

Signature: 
 Name: D. Greg DeWitt
 Title: Project Manager
 Date: 9/12/16

“1.03 RENT AND OTHER CONSIDERATIONS (SEP 2013)

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

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$474,509.79	\$474,509.79
TENANT IMPROVEMENTS RENT ²	\$ 0.00	\$ 0.00
OPERATING COSTS ³	\$160,822.16	\$160,822.16
REAL ESTATE TAXES ⁴	\$ 44,947.19	\$ 30,105.75
PARKING (FS) ⁵	\$ 6,000.00	\$ 6,000.00
TOTAL ANNUAL RENT	\$686,279.14	\$686,279.14

¹Shell rent calculation:

(Firm Term) \$14.73 per RSF multiplied by 32,209 RSF

(Non Firm Term) \$14.73 per RSF multiplied by 32,209 RSF

²The Tenant Improvement Allowance of \$XX is amortized at a rate of X percent per annum over XX years. Not Applicable

³Operating Costs rent calculation: \$5.27 per RSF multiplied by 32,209 RSF less \$8,856 annually or \$.70 x 12,588 RSF

⁴Real Estate Taxes of \$1.40 per RSF multiplied by 32,209 RSF

⁵Parking costs described per Lease Amendment No. 3”

INITIALS: ARC & JRS
LESSOR GOV'T