

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
	TO LEASE NO. GS-08P-LUT14980
ADDRESS OF PREMISES Five Gateway 178 South Rio Grande Street Salt Lake City, UT 84101-1501	PDN Number: N/A

THIS AMENDMENT is made and entered into between **West Salt Lake Acquisitions Partners LLC**

whose address is: 178 South Rio Grande Street, Ste 305
Salt Lake City, UT 84101-1501

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 invoke the Progressive Occupancy paragraph (Paragraph 11) from GSA Form 3517b to enact a composite rent start date of February 21, 2018.

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 UPON EXECUTION BY THE GOVERNMENT, as follows:

Progressive Occupancy is to take place between January 16, 2018 and March 31, 2018 for all square footage to be fully occupied by April 1, 2018. Therefore, the composite rent start date for purposes of setting a **commencement date of the firm lease term is hereby set as February 21, 2018.**

LEASE TERM is hereby deleted in its entirety and replaced with the following:

"LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term **February 21, 2018 – February 20, 2028** subject to termination rights as are hereinafter set forth, to be used for such purposes as determined by GSA."

Lease Paragraph 1.01, Subparagraph A is hereby deleted in its entirety and replaced below.

"1.01 THE PREMISES (SEP 2015)

This Lease Amendment contains 5 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: [Redacted]
Name: Dusty Harris
Title: Senior Managing Director
Entity Name: West Salt Lake Acquisitions Partners LLC
Date: 4/20/2018

FOR THE GOVERNMENT:

Signature: [Redacted]
Name: TAMMY R EATON
Title: Lease Contracting Officer
GSA, Public Buildings Service,
Date: 4/24/18

WITNESSED FOR THE LESSOR BY:

Signature: [Redacted]
Name: DANIEL STEPHENS
Title: ASSOCIATE
Date: 4/20/2018

A. **Office and Related Space:** 45,322 rentable square feet (RSF), yielding 37,764 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st, 2nd, and 3rd floors of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A-1. The progressive occupancy schedule is as follows:

FLOOR	EFFECTIVE DATE	ABOA SF	RSF
1	1/16/2018	9,573.53	11,489.55
3	02/16/2018	14,211.87	17,056.20
2	04/01/2018	13,978.60	16,776.24

”

Lease Paragraph 1.03, is hereby deleted in its entirety and replaced below.

“1.03 RENT AND OTHER CONSIDERATION (SEP 2015)

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

1. Effective 1/16/2018, the first floor, 9,573.53 ABOA SF (11,489.55 RSF) rent shall be:

	TERM 1/16/2018 – 2/20/2023	TERM 2/21/2023 – 2/20/2028
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$145,593.88	\$247,897.15
TENANT IMPROVEMENTS RENT	\$0.00	\$0.00
REAL ESTATE TAXES ²	\$36,584.21	\$36,584.21
OPERATING COSTS ³	\$67,701.91	\$67,701.91
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)	\$0.00	\$0.00
PARKING	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$249,880.00	\$349,472.00

¹Shell rent calculation:

FIRM TERM (1/16/2018 – 2/20/2023) \$15.2079616 per ABOA SF multiplied by 9,573.53 ABOA SF

NON-FIRM TERM (2/21/2023 – 2/20/2028) \$25.8940171 per ABOA SF multiplied by 9,573.53 ABOA SF

²Real Estate Taxes Calculation: \$3.8213923 per ABOA SF multiplied by 9,573.53 ABOA SF.

³Operating Costs rent calculation: \$7.0717808 per ABOA SF multiplied by 9,573.53 ABOA SF for the base year and is subject to annual adjustment per Paragraph 2.09.

2. Effective 2/16/2018 (replaces previous rent schedule completely), the first and third floors, 23,785.40 ABOA SF (28,545.75 RSF) rent shall be:

	TERM 2/16/2018 – 2/20/2023	TERM 2/21/2023 – 2/20/2028
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$361,727.45	\$615,899.55
TENANT IMPROVEMENTS RENT	\$0.00	\$0.00
REAL ESTATE TAXES ²	\$90,893.35	\$90,893.35
OPERATING COSTS ³	\$168,205.13	\$168,205.13
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)	\$0.00	\$0.00
PARKING	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$620,825.93	\$874,998.03

¹Shell rent calculation:

FIRM TERM (2/16/2018 – 2/20/2023) \$15.2079616 per ABOA SF multiplied by 23,785.40 ABOA SF

NON-FIRM TERM (2/21/2023 – 2/20/2028) \$25.8940171 per ABOA SF multiplied by 23,785.40 ABOA SF

²Real Estate Taxes Calculation: \$3.8213923 per ABOA SF multiplied by 23,785.40 ABOA SF

³Operating Costs rent calculation: \$7.0717808 per ABOA SF multiplied by 23,785.40 ABOA SF for the base year and is subject to annual adjustment per Paragraph 2.09.

INITIALS:  & 
LESSOR GOVT

3. Effective 04/01/2018 (final complete rent schedule), the first, second, and third floors, 37,764.00 ABOA SF (45,322.00 RSF) rent shall be:

	TERM 4/1/2018 – 2/20/2023 ⁶	STEP RENT 2/21/2023	TERM 4/1/2023 – 2/20/2028
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$574,313.46	\$977,861.66	\$977,861.66
TENANT IMPROVEMENTS RENT ²	\$120,431.93	\$120,431.93	\$0.00
REAL ESTATE TAXES	\$144,311.06	\$144,311.06	\$144,311.06
OPERATING COSTS ³	\$267,058.73	\$267,058.73	\$267,058.73
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$38,216.20	\$38,216.20	\$0.00
PARKING ⁵	\$18,000.00	\$18,000.00	\$18,000.00
TOTAL ANNUAL RENT	\$1,162,331.38	\$1,565,879.58	\$1,407,231.45

¹Shell rent calculation:

(4/1/2018 – 2/20/2023) \$15.2079616 per ABOA SF multiplied by 37,764 ABOA SF
 (2/21/2023 – 3/31/2023) \$25.8940171 per ABOA SF multiplied by 37,764 ABOA SF
 (4/1/2023 – 2/20/2028) \$25.8940171 per ABOA SF multiplied by 37,764 ABOA SF

²Real Estate Taxes Calculation: \$3.8213923 per ABOA SF multiplied by 37,764 ABOA SF

³Tenant Improvements of \$1,676,721.60 are reduced by \$35.00/ABOA SF per Landlord's TI contribution. Total Tenant Improvements after abatement are \$354,981.60 and are amortized at a rate of 0 percent per annum over 5 years. An additional \$203,173.90 for Tenant Improvements is to be amortized at 8.0 percent per annum over 5 years.

⁴Operating Costs rent calculation: \$7.0717808 per ABOA SF multiplied by 37,764 ABOA SF for the base year and is subject to annual adjustment per Paragraph 2.09.

⁵Building Specific Amortized Capital (BSAC) of \$191,081.00 are amortized at a rate of 0 percent per annum over 5 years.

⁶Parking costs described under sub-paragraph I below.

⁶Shell, Operating Rent, and Real Estate Taxes for 4 months are to be abated starting upon substantial completion of all TIs, estimated to be 4/1/2018 per sub-paragraph J below.

B. SUB-PARAGRAPH INTENTIONALLY DELETED

C. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **37,764.00** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

D. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

E. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

F. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

G. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.

H. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms

INITIALS:  & 
 LESSOR & GOV'T

of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

I. Parking shall be provided at a rate of **\$50.00** per parking space per month (surface/outside).

J. **FREE RENT:** In accordance with the Lease negotiations, the Lessor has offered free rent (Including Shell, Operating Costs and Taxes) to the Government for the first **four (4)** months of the Lease commencing upon full occupancy, estimated to be 04/01/2018. Therefore, the first **four (4)** months of the Shell, Operating Costs, and Taxes following full occupancy shall be provided at no cost to the Government. **The total credit to the government is [REDACTED].**

Lease Paragraph 1.04, is hereby deleted in its entirety and replaced below.

"1.04 BROKER COMMISSION AND COMMISSION CREDIT (SEP 2015)

A. **DTZ Americas, Inc. d/b/a Cushman & Wakefield U.S., Inc.** (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. 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. Only [REDACTED] of the Commission will be payable to **DTZ Americas, Inc. d/b/a Cushman & Wakefield U.S., Inc.** with the remaining [REDACTED] which is the Commission Credit, to 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 fifth month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments following substantial completion of all square footage and after and continue as indicated in this schedule for adjusted Monthly Rent:

August 2018 Rental Payment **\$96,860.95** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted **August 2018** Rent.*

September 2018 Rental Payment **\$96,860.95** minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted **September 2018** Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

Lease Paragraph 1.05 TERMINATION RIGHTS (AUG 2011) is hereby deleted in its entirety and replaced with the following:

"1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective **after February 20, 2023**, by providing not less than **120** days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination."

Lease Paragraph 1.14 OPERATING COST BASE (SEP 2013) is hereby deleted in its entirety and replaced with the following:

INITIALS: DA & JES
LESSOR GOVT

"1.14 OPERATING COST BASE (SEP 2013)

The parties agree, for the purposes of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$267,058.73/annum (\$7.0717808 per ABOA SF)."

All other terms and conditions of the lease shall remain in force and effect.

INITIALS: DA & JRE
LESSOR GOVT