

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 1	DATE October 14, 2014
	TO LEASE NO. GS-08P-LWY14581	

ADDRESS OF PREMISES BLM Building
430 North US Hwy 189
Kemmerer, WY 83101-9704

THIS AGREEMENT, made and entered into this date by and between Kemmerer Building, LLC whose address is: 1188 SPORTSPLEX DRIVE, SUITE 203 KAYSVILLE, UTAH 84037-6817 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: Establish Beneficial Occupancy, adjust the full service rent, reconcile the commission and commission paragraph, establish a termination date, and provide for the payment of Tenant requested changes 1 through 4 as noted under GSA issued notice to proceed dated August 21, 2014.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective August 26, 2014 as follows:

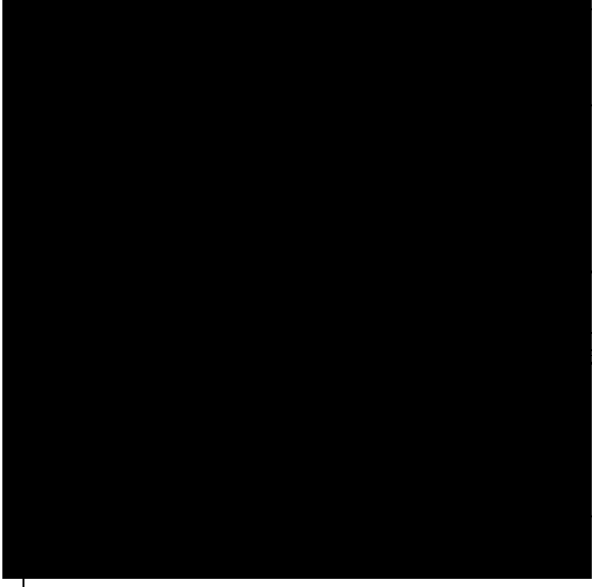
The Tenant Improvements have been completed and the Government accepts the leased premises as substantially complete on August 26, 2014. The GSA Form 1204, condition survey, is attached to this lease. The items listed on the 1204 form shall be completed by September 26, 2014.

Lease Term paragraph as expressed on page 1 of GSA Lease No. GS-08P-LWY14581, GSA Form L201B (October 2012) is hereby deleted and replaced with the following:

To Have and To Hold the said Premises with their appurtenances for the term beginning upon August 26, 2014 and continuing through August 25, 2034 inclusive. The first fifteen (15) years of this lease shall be considered the firm term of the lease, with the entire term of the lease being stated as a period of Twenty (20) Years, Fifteen (15) Years Firm, subject to termination and renewal rights as may be hereinafter set forth, to be used for such purposes as determined by GSA.

SLA 1 Continued on page 2 - 4

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.



MANAGER
(Title)

1188 Sportsplex Dr. #203 Kayville, UT
(Address) 84037

ADMINISTRATION, PUBLIC BUILDINGS SERVICE, MOUNTAIN-PLAINS SERVICE

CONTRACTING OFFICER
(Official Title)

Paragraph 1.01 of Lease GS-08P-LWY14581 is hereby deleted in its entirety and replaced with the following:

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

- A. Office and Warehouse: 9,537 rentable square feet (RSF), yielding 8654.00 ANSI BOMA Office area. Space further is described as yielding 8338 RSF/7566.00 ANSI/BOMA Office Area (ABOA) square feet (USF) of office and related space, and 1,199 RSF/1,088 USF of warehouse and related space to be located in the Building, as depicted on the floor plan(s) attached hereto as Exhibit B. In addition, Lessor has provided 12,830 ABOA of secured wareyard space. Due to the lessor providing more space under the lease that the space is further defined as: For such purposes as determined by the General Services Administration, the Government is leasing a total of 9,537 rentable square feet (RSF), yielding 8,654.00 ANSI/BOMA Office Area square feet (ANSI/BOMA USF), at 430 NORTH US HWY 189, KEMMERER, WYOMING 83101-9704, but only paying for contracted lease space as follows:
 (1) 8,765 rentable square feet (RSF) of office and related space, which yields 7,953.48 ANSI/BOMA Office Area square feet ANSI/BOMA SF of space, at a price of \$23.373752 per RSF or \$25.758654 ANSI/BOMA SF. Included in the rent at no additional cost to the Government is the following: 772 RSF, which yields 700.52 ANSI/BOMA Office Area (Building Support Space), (23) parking spaces as depicted on the plan attached hereto as Exhibit C, reserved for the exclusive use of the Government and fifty-one (51) shall be surface/outside parking spaces."
- B. For the entirety of the term of the lease, the following is part of the lease location but not charged to the Government as additional building support space: 772 RSF, which yields 700.52 ANSI/BOMA SF, at a price of \$0.00 per RSF or \$0.00 ANSI/BOMA SF for which the Government will not be responsible for any charges at all, including without limitation, no rent, no real estate taxes, and no operating costs. Only the Government's rights under the Lease and the Lessor's responsibilities under the Lease shall be applicable to the building support space of 772 RSF, yields 700.52 ANSI/BOMA SF.
- C. ~~Office and Warehouse (RSF) 9,537 RSF -- Building support (RSF) 772 RSF = 8,765 RSF including 7,566.00 RSF Office, and 1,199.00 RSF Warehouse. Office and Warehouse (ABOA/USF) 8,654 -- Building support (ABOA) 700.52 = 7,953.48 ABOA (USF) including 6,865.49 USF Office, and 1,087.99 USF Warehouse.~~

Section 1.03A of the Lease is hereby deleted in its entirety and replaced with the following:

"1.03 RENT AND OTHER CONSIDERATION

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

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$143,044.80	\$168,463.30
TENANT IMPROVEMENTS RENT ²	\$26,488.88	\$0.00
OPERATING COSTS ³	\$29,713.35	\$29,713.35
BUILDING-SPECIFIC AMORTIZED CAPITAL ⁴	\$5,623.90	\$0.00
PARKING ⁵	\$0.00	\$0.00
TOTAL ANNUAL RENT	\$204,870.93	\$198,176.65

¹Shell rent (Firm Term) calculation: \$16.32 per RSF multiplied by 8,765 for Years 1-15 and \$19.22 per RSF multiplied by 8,765 for Years 16-20

²The Tenant Improvement Allowance of \$265,821.35 is amortized monthly at a rate of 5.75% per annum over a period of 180 months.

³Operating Costs rent calculation: \$3.39 per RSF multiplied by 8,765 RSF

⁴Building Specific Amortized Capital (BSAC) of \$56,437.00 are amortized at a rate of 5.75% per annum over 15 years

⁵Parking costs described under sub-paragraph G below

Section 1.04 of Lease is hereby deleted and replaced with the following:

"1.04 BROKER COMMISSION AND COMMISSION CREDIT

A. CBRE, Inc. ("Broker") is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission [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 CBRE, 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 first 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 full month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment \$17,072.58	minus prorated Commission Credit of [redacted]	equals [redacted]	adjusted 1st Month's Rent.
Month 2 Rental Payment \$17,072.58	minus prorated Commission Credit of [redacted]	equals [redacted]	adjusted 2nd Month's Rent.
Month 3 Rental Payment \$17,072.58	minus prorated Commission Credit of [redacted]	equals [redacted]	adjusted 3rd Month's Rent.
Month 4 Rental Payment \$17,072.58	minus prorated Commission Credit of [redacted]	equals [redacted]	adjusted 4th Month's Rent.

Section 1.05 of the Lease is hereby deleted and replaced with the following:

1.05 TERMINATION RIGHTS

The Government may terminate this Lease, in whole or in part, at any time effective after August 25, 2029 by providing not less than ninety (90) calendar 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 rent shall accrue after the effective date of termination.

Section 1.08 of the Lease is hereby deleted and replaced with the following:

The Tenant Improvement Allowance (TIA) for purposes of this Lease is \$33.422018 per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for the TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 5.75 percent. (5.75%) The Government shall have the right to make lump sum payments for any or all TI work.

Section 1.15 of Lease is hereby deleted and replaced with the following:

1.15 OPERATING COST BASE

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$3.39 per RSF (\$29,713.35/annum).

SECTION 7, Additional terms and conditions Paragraphs 7.04 and 7.05 are hereby incorporated into the lease:

"7.04 NOTICE TO PROCEED FOR TENANT IMPROVEMENTS

The lessor submitted a TICs table provided by NCS Properties, LLC dated April 17, 2014 in the total amount of \$640,183.07. The Government has reviewed this cost proposal for the Tenant Improvements for the [redacted] [redacted] [redacted] and has deemed these costs as fair and reasonable. This SLA 1 represents the Notice to proceed (NTP) with construction of the tenant improvements but not to exceed the amount of \$640,183.07.

Subtotal initial Notice to Proceed \$640,183.07.

CAAG
[Signature]

The following changes 1-4 as approved with notice to proceed dated August 21, 2014 are hereby accepted and shall be paid in a one time lump sum payment.

Change order #1 Painting of curbs, Installation of gas line, Roller blinds in the amount of [REDACTED]

Change order #2 Additional power for system furniture in the amount of [REDACTED]

Change order #3 panels at storage in the amount of [REDACTED]

Change order #4 Cut vision panel in existing door 135C in the amount of [REDACTED]

Subtotal changes 1 - 4 \$14,880.95

Total Contract including changes 1 - 4: \$655,064.02

Of the total tenant improvement amount of \$655,064.02, \$265,821.35 shall be heretofore be amortized at 5.75% (percent) into the lease commensurate with the beneficial occupancy start date of the lease, August 26, 2014, and consist of 180 equal payments of \$2,207.406667 per month for 180 months. The balance of \$389,242.67 shall be paid via a one-time lump sum payment upon completion and acceptance of the work. "

" **7.05 TENANT IMPROVEMENT PAYMENT:** The Lessor agrees to provide the following described work item. The Government agrees to reimburse the Lessor in the amount of \$389,242.67 upon completion of the work, inspection, acceptance of the above described work items by the Government; Supplemental Lease Agreement Number 1 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 work. Payment will be made for those items that are newly installed, based on the following negotiated and agreed upon cost: Construction of initial tenant improvements under lease GS-08P-LWY14581 including changes 1 -4..

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:

The Vendor receiving payment shall issue the invoice. The invoice shall include a unique invoice number and cite the following PDN Number, PS0028774. (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. 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 76102-0181. Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA contracting Officer at the following Address: General Services Administration, ATTN: Michael A. Gawell, Denver Federal Center, Building 41, Room 240, Mountain-Plains Service Center (8PMPS), P.O. Box 25546, Denver, CO 80225-0546."

Handwritten initials/signature