

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT No. 1  TO LEASE NO. GS-08P-LUT00118
ADDRESS OF PREMISES Wells Fargo Center 299 S. Main Street Salt Lake City, UT 84111	PDN Number: PS0039703

THIS AMENDMENT is made and entered into between  
WASATCH PLAZA HOLDINGS, LLC  
whose address is: 595 S. RIVERWOODS PKWY., SUITE 400  
LOGAN, UT 84321-6845

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

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 the full execution of this amendment as follows:

- 1.) To provide for a Notice to Proceed (NTP) for Construction of the Tenant Improvements (TIs); and
- 2.) To establish the total cost of the Tenant Improvements; and
- 3.) To provide for the method of payment of the total TI costs; and
- 4.) To state the Tenant Improvement Allowance (TIA); and
- 5.) All other terms and conditions remain in full force and effect.


See Attached


This Lease Amendment contains 2 pages and Exhibit A.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.


FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature:   
Name: John Dahlstrom  
Title: Exec. V.P. Gen. Counsel  
Entity Name: Wasatch Plaza Holdings, LLC  
Date: 10/16/17

Signature:   
Name: Wendy Gilman  
Title: Lease Contracting Officer  
Entity Name: GSA, Public Buildings Service  
Date: 10/18/2017

WITNESSED FOR THE LESSOR BY:

Signature:   
Name: Andrea Burdett  
Title: Office Manager  
Date: 10/16/17

1.) Upon this Lease Amendment (LA) being fully executed and delivered, the Lessor shall consider this a Notice to Proceed (NTP) on the construction and installation of the TIs required in the leased premise as per the Construction Drawings (CDs) referenced as Beecher, Walker, & Associates, 3115 East Lion Lane, Suite 200, Holladay, UT 84121, containing 20 pages, and last revised on August 23, 2017. Additionally, the cost associated with the CDs is depicted in Exhibit A titled the "Tenant Improvement Cost Summary" (TICS). The total cost of the TIs is \$555,630.15. The anticipated date of completion of all the TIs is on or before February 22, 2018.

2.) The Government and the Lessor have agreed that the total cost of the TIs is \$555,630.15. The total TI cost includes all fees, including by not limited to, general and administrative costs, project management fees, profit, overhead, and any and all other fees associated with the completion of the TIs on or before the anticipated date of completion. Any changes to the Construction Drawings which will result in a financial, conditional, or term change to the lease agreement, of any type, must be approved, in writing, and in advance of any resulting work performed by the Lessor, by the GSA Lease Contracting Officer.

3.) The Tenant Improvement Allowance (TIA) per the Lease is \$517,472.57. The TIA shall be amortized over the firm term of the lease and more specifically the first ten (10) years of the term at an interest rate of 6.00%. The total amount of the TI to be amortized is \$517,472.57.

4.) The Government shall pay for the total TI cost by amortizing in the rent a total cost of \$517,472.57. All or a portion of the remaining balance of \$38,157.58 [\$555,630.15 (Total TI Cost) – \$517,472.57 (TI amortized) = \$38,157.58] may be paid by a lump-sum payment. If the total TI costs are paid by lump sum payment (at the Governments option), then the amortized portions of the rent shall be adjusted accordingly on a subsequent space Acceptance Lease Amendment.

Upon the completion of the TI construction and the acceptance of the space by the Government, the subsequent space Acceptance Lease Amendment, with the exact amount of the lump-sum payment, will be determined by the Government. The subsequent space Acceptance Lease Amendment shall include the terms and amounts of the scheduled total rent, including the breakdown of the annual Shell Rent amount, the annual Operating Cost amount (plus CPI adjustments), and the amount of the total lump-sum payment to the Lessor. Lessor may then submit for the lump-sum-payment.

The Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. **The invoice shall reference the number PS0039703** and shall be sent electronically to the GSA Finance Website at [www.finance.gsa.gov](http://www.finance.gsa.gov). Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 800-676-3690.

If the Lessor is unable to process the invoice electronically, then the invoice may be mailed to:

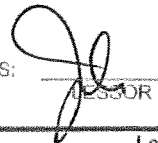
GSA, Greater Southwest Finance Center (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Lease Contracting Officer at the following address:

General Services Administration  
ATTN: Lindsay Killian  
1 Denver Federal Center  
Bldg. 41, Room 240  
Denver, CO 80225-0001

5.) All other terms and conditions of this lease shall remain in full force and effect.

INITIALS:

  
LESSOR

&

  
GOVT