

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT No. 5  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 approve Change Order work and to provide for payment; 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:

Signature:

Name:

Name:

Title:

Title:

Entity Name:

GSA, Public Buildings Service,

Date:

Date:

WITNESSED FOR THE LESSOR BY:

Signature:

Name:

Title:

Date:

- 1.) The following change is made in according with the changes clause of the General Clauses of the Lease, Section 552.270-13:

- a. Change Order No. 3 – Power and Data Outlets [REDACTED]
- b. Change Order No. 4 – Power Receptacles and Data Boxes [REDACTED]

**TOTAL OF CHANGE ORDERS 3 and 4**

**\$931.00**

The changes described above and in the attached Exhibit A pursuant to this Lease Amendment shall be maintained by the Lessor during the term of the lease and are to remain the property of the Lessor. Lessor waives restoration of the premises for these changes.

The total cost for the above work is \$931.00. All changes performed under the contract shall not exceed \$931.00.

The total cost of the TI's (including change order) is revised from \$562,525.15 to \$563,456.15 (Lease Amendment No. 1: \$555,630.15 + Change Order No. 1: [REDACTED] + Change Order No. 2: [REDACTED] + Change Order No. 3: [REDACTED] + Change Order No. 4: [REDACTED]). All or a portion of the total TI costs 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:

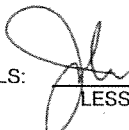
GSA, Greater Southwest Finance Center (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102

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

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

INITIALS:

  
LESSOR

&

  
GOV'T