

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT NO. 8

DATE:

TO LEASE NO. LUT14366

ADDRESS OF PREMISES: Lake Pointe Governmental Center
2987 S. Decker Lake Drive
Salt Lake City, Utah 84119-2300

THIS AGREEMENT, made and entered into this date by and between:

whose address is: DHS Salt Lake LLC
4705 Central
Kansas City, MO 64112-1522

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

NOW WHEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said

Lease is amended, September 1, 2011 as follows:

The purpose of this Supplemental Lease Agreement (SLA) No. 8, to lease LUT14366, is to amend the lease as stated below:

1. Paragraph 1 of the Lease shall be deleted in its entirety and replaced with the following:

"1. The Lessor hereby leases to the Government the following described premises:

69,225 rentable square feet (66,561 usable square foot) of space located in the building located at 2987 S. Decker Lake Drive, Salt Lake City, Utah 84119-2300 (as described in Exhibit B attached hereto), 125 on-site surface visitor parking spaces; 14 on-site compact surface visitor parking spaces; 6 on-site surface handicapped parking spaces; 37 on-site secure surface parking spaces; 5 on-site secure surface GOV van parking spaces; 2 on-site bus parking spaces; 31 on-site inside secure parking spaces; 2 on-site inside secure handicapped parking space and a [REDACTED] with direct access into the leased premises and visitor parking shall be provided in the building's parking lot as part of the rental consideration and for such general office purposes as determined by the General Services Administration. The common area factor is agreed to as 4.0023437%."

2. Paragraph 2 of the Lease shall be deleted and replaced with the following:

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on September 1, 2011, and continuing for a term through 15 years, expiring November 30, 2026, unless earlier terminated by the Government as described in Paragraph 4 of the Lease."

CONTINUED ON PAGE 2

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.

LESSOR: DI

[REDACTED]

Member

(Title)

IN PRESENCE

[REDACTED]

*4705 Central, Kansas City, MO
64112*

(Address)

UNITED STATES OF AMERICA

ADMINISTRATION, ROCKY MOUNTAIN REGION, PUBLIC BUILDINGS

BY

[REDACTED]

CONTRACTING OFFICER
(Official Title)

3. Paragraph 3 of the Lease shall be deleted in its entirety and be replaced with the following:

"3. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rate:

Rent Breakdown Sept. 1, 2011 – Aug. 31, 2013	Per RSF	Annual Rent	Monthly Rent
Shell Rent/Without Tax	\$21.48	\$1,486,953.00	\$123,912.75
Tax	\$2.00	\$138,450.00	\$11,537.50
Operating Cost	\$4.95	\$342,663.75	\$28,555.31
Amortization of TI	\$4.57	\$316,368.25	\$26,363.19
Full Service Rent	\$33.00	\$2,284,435.00	\$190,368.75

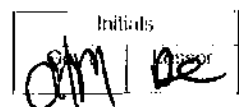
Rent Breakdown Sept. 1, 2013 - Aug. 31, 2021	Per RSF	Annual Rent	Monthly Rent
Shell Rent/Without Tax	\$22.98	\$1,590,790.50	\$132,565.88
Tax	\$2.00	\$138,450.00	\$11,537.50
Operating Cost	\$4.95	\$342,663.75	\$28,555.31
Amortization of TI	\$4.57	\$316,368.25	\$26,363.19
Full Service Rent	\$34.50	\$2,388,262.50	\$199,021.88

Rent Breakdown Sept. 1, 2021 - Nov. 30, 2026	Per RSF	Annual Rent	Monthly Rent
Shell Rent/Without Tax	\$23.55	\$1,976,373.75	\$164,697.81
Tax	\$2.00	\$138,450.00	\$11,537.50
Operating Cost	\$4.95	\$342,663.75	\$28,555.31
Amortization of TI	\$0.00	\$0.00	\$0.00
Full Service Rent	\$30.50	\$2,457,487.50	\$204,790.63

The cost of the 125 on-site surface visitor parking spaces; 14 on-site compact surface visitor parking spaces; 6 on-site surface handicapped parking spaces; 37 on-site secure surface parking spaces; 5 on-site secure surface GOV van parking spaces; 2 on-site bus parking spaces; 31 on-site inside secure parking spaces; 2 on-site inside secure handicapped parking space and a [REDACTED] with direct access into the leased premises and visitor parking is included in the annual rent.

Rent shall be paid monthly in arrears. The Lessor and Government both acknowledge and agree this shall be a full service lease agreement in accordance with SFO 4U F0097; 5U F0051; 5U F0052. Rent for a lesser period shall be prorated. Rent shall be made payable to:

DHS Salt Lake, LLC
 4705 Central Street
 Kansas City, MO 64112"

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4. Paragraph 4 of the Lease shall be deleted and replaced with the following:

"4. The Government may terminate this lease at any time after August 31, 2021 by giving at least sixty (60) days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing."

5. Paragraph 10 of the Lease shall be deleted and replace with the following:

"10. In accordance with provisions of Paragraphs 3.5 Tax Adjustment, 3.7 Operating Costs, and 3.15 Adjustment for Vacant Premises of the Solicitation for Offers 4U10097; 5U10051; 5U10052, the following parameters are established:

(a) The lease is subject to operating cost escalation. For operating cost adjustment, the operating costs are established at \$4.95 per rentable square foot. The base cost of services is established at \$342,063.75 based on \$4.95 for 69,225 rentable square feet.

(b) The lease is subject to real estate tax escalation. For tax escalation in accordance with terms of Paragraph 3.5, the percentage of occupancy is 100%. The base year tax statement will be submitted within 60 calendar days after the last date the Real Estate Tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest after payment to establish the base year taxes. If the tax statement is for multiple parcels or buildings, the value of each property shall be defined. The tax base is hereby established as \$2.00 per rentable square foot or \$138,450.00 per year.

(c) The Adjustment for Vacant space is \$2.00 per rentable square foot."

6. Paragraph 13 of the Lease shall be deleted and replace with the following:

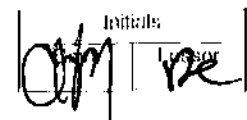
"13. In accordance with Section 3.11 - Common Area Factor of SFO 4U10097; 5U10051; 5U10052, the Common Area Factor is established as 4.0023437%."

7. Paragraph 19 of the Lease shall be deleted and replace with the following:

"19. In the event the actual amount of space exceeds 66,561 usable square feet, there will be no additional cost to the Government."

8. Paragraph 23 of the Lease shall be deleted in its entirety and be replaced with the following:

"23. In accordance with Section 4.13 of SFO 4U10097; 5U10051; 5U10052, the Total Broker's Commission is [REDACTED]. This amount is based on a total gross rental amount of [REDACTED] for the initial 10 years firm term X [REDACTED] = [REDACTED]. For the benefit of the Government, the Broker has agreed to forego [REDACTED] percent of any commission that it is entitled to receive in connection with this lease transaction. Broker shall be paid directly by Lessor [REDACTED] percent of the Total Broker's Commission which is [REDACTED] (the "Remaining Broker's Commission"). The resulting total dollar value of the foregone commission is to be [REDACTED] (the "Commission Credit") which shall not be paid to Broker, but shall be applied in equal monthly amounts against shell rental payments due and owing under the Lease. The rental amount payable shall be reduced by the Commission Credit at the commencement of the Lease, over the minimum number of months that will not exceed the monthly shell rental, until the Commission Credit has been fully recaptured."

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The shell portion of the annual rental payment (\$1,486,953.00 / 12 months = \$123,912.75 per month) shall be reduced to fully recapture this Commission Credit. The reduction in shell rental commences with the first full month of rental payment and continues throughout the month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

September 1, 2011 - September 30, 2011 Adjusted Rental Payment:
October 1, 2011 - October 31, 2011 Adjusted Rental Payment:
November 1, 2011 - November 30, 2011 Adjusted Rental Payment:
December 1, 2011 - December 31, 2011 Adjusted Rental Payment:

[REDACTED]

September 2011 Rental Payment \$190,363.75 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted September 2011 Rent.
October 2011 Rental Payment \$190,363.75 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted October 2011 Rent.
November 2011 Rental Payment \$190,363.75 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted November 2011 Rent.
December 2011 Rental Payment \$190,363.75 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted December 2011 Rent.

9. All questions pertaining to this Lease shall be referred to the Contracting Officer of General Services Administration (GSA) or their designee. The Government occupant is not authorized to administer this lease, and GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or authorized in writing by Contracting Officer or their designee. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to: repairs, alterations and overtime services. Additionally, rental will not be paid for occupancy in whole or in part except for the term specified herein.

10. Per the Debt Collection Improvement Act, effective July 27, 1996, Electronic Funds Transfer (EFT) shall be required on all existing and new leases/contracts not later than January 1, 1998. An enrollment form is attached to be completed and returned with this contract.

11. The Lessor shall represent and warrant that the building and premises meet the required NFPA 101A Life Safety Code. Should a GSA representative discover discrepancies pursuant to a physical inspection, Lessor agrees to remedy any deficiencies as required.

12. The Lessor hereby waives and forever relinquishes any right to make a claim against the Government for restoration arising from alteration or removal of any alteration by the Government during the term of this lease or any extensions. Alterations completed by either the Government or Lessor including initial build out of the lease space and / or any subsequent modifications required during the lease period. At the Government's sole discretion alterations will remain in the leased space after termination of the lease contract will become property of the Lessor.

END OF SLA NO. 3

Initials
[Signature] [Signature]