

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES	SUPPLEMENTAL AGREEMENT No. 1	DATE November 4, 2010
	TO LEASE NO. GS-08P-14411	

SUPPLEMENTAL LEASE AGREEMENT

ADDRESS OF PREMISE Lincoln & 24th
Ogden, Utah

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

whose address is BOYER GSA RIO GRANDE, L.C.
C/O THE BOYER COMPANY
90 SOUTH 400 WEST, SUITE 200
SALT LAKE CITY, UT 84101-1365

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 clarify the current lease documents.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective, **November 4, 2010**, as follows:

The following lease paragraphs are deleted and replaced in their entireties:

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

A total of -110,180 rentable square feet of office and related space, which yields approximately 102,460 ABOA square feet of space in a building to constructed at Lincoln & 24th Streets, Ogden, Utah, to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are 273 surface parking spaces for exclusive use of Government employees and patrons."

"2. TO HAVE AND TO HOLD the said premises with its appurtenances for the term beginning on March 1, 2012, and continuing through February 28, 2032, subject to termination and renewal rights as may be hereinafter set forth. The actual lease dates will be set vial Supplemental Lease Agreement at the time space acceptance."

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
[Redacted Signature Area]

Manager

(Title)

90 S. 400 W. # 200, SLC, UT 84101

(Address)

Contracting Officer

(Official Title)

"11. In accordance with the SFO Paragraph entitled Common Area Factor, the common area factor is established as 1.0753 (110,180 RF/102,460 ABOA)."

"14. Rent Schedule

Year	Shell Rate	TI's	Taxes	Security	Operating	Annual Rental
1	\$2,113,238.27	\$118,276.55	\$255,277.05	\$7907.70	\$652,987.96	\$3,147,687.53
2	\$2,113,238.27	\$118,276.55	\$255,277.05	\$7907.70	\$652,987.96	\$3,147,687.53
3	\$2,113,238.27	\$118,276.55	\$255,277.05	\$7907.70	\$652,987.96	\$3,147,687.53
4	\$2,113,238.27	\$118,276.55	\$255,277.05	\$7907.70	\$652,987.96	\$3,147,687.53
5	\$2,113,238.27	\$118,276.55	\$255,277.05	\$7907.70	\$652,987.96	\$3,147,687.53
6	\$2,113,238.27	\$118,276.55	\$255,277.05	\$7907.70	\$652,987.96	\$3,147,687.53
7	\$2,113,238.27	\$118,276.55	\$255,277.05	\$7907.70	\$652,987.96	\$3,147,687.53
8	\$2,113,238.27	\$118,276.55	\$255,277.05	\$7907.70	\$652,987.96	\$3,147,687.53
9	\$2,113,238.27	\$118,276.55	\$255,277.05	\$7907.70	\$652,987.96	\$3,147,687.53
10	\$2,113,238.27	\$118,276.55	\$255,277.05	\$7907.70	\$652,987.96	\$3,147,687.53
11	\$2,113,238.27	\$118,276.55	\$255,277.05	\$7907.70	\$652,987.96	\$3,147,687.53
12	\$2,113,238.27	\$118,276.55	\$255,277.05	\$7907.70	\$652,987.96	\$3,147,687.53
13	\$2,113,238.27	\$118,276.55	\$255,277.05	\$7907.70	\$652,987.96	\$3,147,687.53
14	\$2,113,238.27	\$118,276.55	\$255,277.05	\$7907.70	\$652,987.96	\$3,147,687.53
15	\$2,113,238.27	\$118,276.55	\$255,277.05	\$7907.70	\$652,987.96	\$3,147,687.53
16	\$2,113,238.27	\$118,276.55	\$255,277.05	\$7907.70	\$652,987.96	\$3,147,687.53
17	\$2,113,238.27	\$118,276.55	\$255,277.05	\$7907.70	\$652,987.96	\$3,147,687.53
18	\$2,113,238.27	\$118,276.55	\$255,277.05	\$7907.70	\$652,987.96	\$3,147,687.53
19	\$2,113,238.27	\$118,276.55	\$255,277.05	\$7907.70	\$652,987.96	\$3,147,687.53
20	\$2,113,238.27	\$118,276.55	\$255,277.05	\$7907.70	\$652,987.96	\$3,147,687.53

Lease Paragraph 27 is hereby incorporated into the lease document

"27. The Government and the Lessor agree that a good faith effort will be made by the Lessor to provide the balance of the required parking spaces (350 needed – 273 available = 77 balance) by the time of space acceptance. The Lessor further agrees to provide adequate compensation to the Government should the parking spaces not be made available. The scope, terms, and conditions of the compensation will be determined at the time of space acceptance.