

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-08P-LUT14787
ADDRESS OF PREMISES 125 SOUTH 600 WEST PRICE, UT 84501	RWA Number: N0572004 PDN Number: PS0037456 DUNS Number: 826412538 Tax ID Number: ██████████

THIS AMENDMENT is made and entered into between

GSA Associates, LLC

whose address is:

c/o Mark Morley, Manager
379 N 630 W
Spanish Fork, UT 84660-1243

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 set the lease term, reconcile construction buildout costs, and pay change orders related to the buildout of space.

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 **September 7, 2017**, as follows:

1. "To Have and to Hold the said Premises with its appurtenances for the term beginning on **September 7, 2017**, and continuing for the period through **September 6, 2037**. The government may terminate this lease by providing 90 days written notice on or after **September 8, 2032**. No rental shall accrue after the termination date of the lease."

2. Lease Paragraph 1.01, "The Premises," is deleted and replaced with the following:

"A. Approximately 19,011.44 rentable square feet, yielding 17,931.92 ANSI/BOMA (ABOA) square feet (SF) of space located on the first floor of the building. Office space is 11,592.44 RSF/10,512.92 ABOA space. Warehouse space is 7,419 RSF/ABOA.

"B. Common Area Factor: The Common Area Factor (CAF) for office space is established as 1.102685%. The CAF for the warehouse space is established as 1.0%. These factors, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the "Payment Clause" of the "General Clauses."

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 below date.

FOR THE LESSOR:

Signature: ██████████
Name: MARIC MORLEY
Title: MANAGER
Entity Name: GSA ASSOCIATES LLC
Date: 11/29/17

FOR THE GOVERNMENT:

Signature: ██████████
Name: ██████████
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: 11/30/17

WITNESSED FOR THE LESSOR BY:

Signature: ██████████
Name: Sayed Hadjack
Title: _____
Date: 11/29/17

Lease Amendment No.1 continues on Page 2.

3. Lease Paragraph 1.03, "Rent and Other Considerations," is hereby deleted and replace with the following:

"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
OFFICE SHELL RENT ¹	\$102,593.09	\$126,821.29
WAREHOUSE SHELL RENT	\$50,597.58	\$65,583.96
OFFICE OPERATING COSTS ²	\$45,210.52	\$45,210.52
WAREHOUSE OPERATING COSTS	\$16,190.31	\$16,190.31
OFFICE TENANT IMPROVEMENTS RENT ³	\$47,974.91	\$0.00
WAREHOUSE TENANT IMPROVEMENTS	\$5,208.62	\$0.00
REAL ESTATE TAXES ⁶	\$22,250.00	\$22,250.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$9,392.53	\$0.00
PARKING ⁵	\$0.00	\$0.00
WAREYARD RENT ⁷	\$23,174.00	\$28,641.00
TOTAL ANNUAL RENT	\$322,591.56	\$304,697.08

¹ Office Shell rent:

(Firm Term) \$8.85/RSF multiplied by the 11,592.44 RSF

(Non-Firm Term) \$10.94/RSF multiplied by 11,592.44 RSF

Warehouse Shell rent:

(Firm Term) \$6.82/RSF multiplied by 7,419 RSF

(Non-Firm Term) \$8.84/RSF multiplied by 7,419 RSF

² Office Operating Cost: \$3.90/RSF (office) multiplied by 11,592.44 RSF

Warehouse Operating Cost: \$2.18/RSF multiplied by 7,410 RSF

³ Office Tenant Improvements: \$473,766.32 @ 6.0% over 15 years

Warehouse Tenant Improvements: \$51,436.67 @ 6.0% over 15 years

⁴ Building Specific Amortized Capital (BSAC): \$92,754.00 @ 6.0% for 15 years

⁵ Parking costs: Included in Shell Rent

⁶ Real Estate Taxes: \$22,250.00 annually

⁷ Wareyard Rent: 67,000 SF multiplied by \$0.35/SF firm term; 67,000 SF multiplied by \$0.43 non-firm term.

4. Lease Paragraph 1.13, "Percentage of Occupancy for Tax Adjustment (JUN 2012)," is hereby deleted and replaced with the following:

"As of the effective date of the lease, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" Paragraph of this lease is 100%."

5. Lease paragraph 1.15, "Operating Cost Base (AUG 2011)," is deleted and replaced with the following:

"The parties agree for the purposes of applying the paragraph entitled "Operating Cost Adjustment," the Lessor's base rate for operating costs shall be \$3.90/RSF multiplied by 11,592.44 RSF for office space and \$2.28/RSF multiplied by 7,419 RSF for warehouse space. The annual operating base total is \$45,210.52 plus \$16,190.31, or

INITIALS: MM
LESSOR

&

J
GOVT

\$61,400.83. The Operating Base is subject to annual cost adjustment based upon the CPI, per Lease Paragraph 2.09, "Operating Cost Adjustment (JUN 2012)."

6. Lease Paragraph 1.21 is hereby incorporated into the lease:

"1.21 RWA Payment. The Government agrees to reimburse the Lessor in an amount of **\$41,849.59** for change orders related to the space buildout, upon receipt of this executed Lease Amendment and inspection and acceptance of the project by the Government. An acceptable itemized invoice from the Lessor will be required for payment.

The Vendor receiving payment shall issue the required invoice(s). Each invoice shall include a unique invoice number and cite the appropriate PDN number, as noted, above: [Invoices submitted without the PDN are immediately returned to the Vendor.] Invoice(s) shall be submitted to the Greater Southwestern Finance Center electronically on the Finance Website at **www.finance.gsa.gov**. A copy of the invoice(s) bearing the PDN numbers must also be forwarded to the Contracting Officer. Payments shall be made to:

GSA Associates, LLC
379 N 630 W
Spanish Fork, UT 84660-1243"

INITIALS: MM
LESSOR

&


GOVT