GENERAL SERVICES ADMINISTRATION PUBLIC BUILDING SERVICES

SUPPLEMENTAL AGREEMENT

TO LEASE NO.

DATE

No. 2

March 30, 2011

SUPPLEMENTAL LEASE AGREEMENT

GS-08P-14172

ADDRESS OF PREMISES 5425 West Amelia Earhart Drive Salt Lake City, UT 84116

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

KDC MLH SLC VENTURE, LLC

whose address is

8115 Preston Road, Suite 700

Dallas, TX 75225-6344

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, **March 1, 2011**, as follows:

1. The following lease paragraph is deleted and replaced in its entirety:

"SFO Paragraph 1.18 OCCUPANCY DATE (SEP 2000)

- A. The entire office building, annex, and parking structure must be completed and ready for occupancy by October 23, 2012, (700 days), based on the actual lease award date of November 24, 2010. Upon delivery of the leased premises as substantially complete, the Government will prepare a "punch list" setting forth all items not essential to substantial completion and which are not yet complete. The Lessor must complete all punch list items within 30 days of receipt of said punch list. Until the date of final completion of such punch list items and acceptance thereof by the Government (the "Final Completion Date"), the Government will withhold from the monthly rental payable by the Government the amount of 5% of each monthly rental amount (the "Retainage"). The Government will pay the Retainage to the Lessor within 30 days after the Final Completion Date. In addition, the Government reserves the right to withhold from any Retainage the expenses (hourly wages x number of hours of service) incurred by Government personnel to escort the Lessor's contractors through the building."
- 2. The POR Room Data Matrix listed in the Lease on Standard Form 2, Paragraph 7(F) and attached thereto, is hereby deleted and replaced with the Room Data Matrix dated January 20, 2011 and attached to this SLA #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.

BY	Vice President
	8115 Preston Rd., Suite 700, Dallas. Tr. (Address) 75725
	Contracting Officer (Official Title)