

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT NO. 2	DATE:
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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:
DHS Salt Lake LLC
whose address is 4705 Central
Kansas City, MO 64112-1522
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said

Lease is amended,	November 1, 2009	as follows:
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This SLA is issued to expand the premises and modify the following paragraphs to the lease:

I. Paragraph 1 of the Lease shall be deleted and replaced with the following:

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

69,225 rentable square feet (60,600 usable square feet) of office and related space to be constructed on 5.78 acres located at 2987 S. Decker Lake Drive, Salt Lake City, Utah (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."

II. Exhibit A, Base Plans (3 pages) shall be replaced with the revised attached Exhibit A (2 pages).

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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: DHS Sa	[REDACTED]	<p><u>Member</u> (Title)</p> <p><u>4705 Central, Kansas City, MO</u> (Address) 64112</p>
IN PRESENCE	[REDACTED] (Signature)	

UNITED STATES OF AMERICA PUBLIC BUILDINGS SERVICE BY <u>ARRIE MITCHEL</u>	[REDACTED]	ION, ROCKY MOUNTAIN REGION, <u>CONTRACTING OFFICER</u> (Official Title)
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III. Paragraph 10 of the Lease shall be deleted and replaced 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 4UT0097; 5UT0051; 5UT0052, 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 \$342,663.75 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% based on Gross Building Area of 69,225 square feet divided by the Government's premises of 69,225 RSF. 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."

IV. Paragraph 19 of the Lease shall be deleted and replaced with the following:

"19. In the event the actual amount of space exceeds 60,600 usable square feet, there will be no additional cost to the Government."

V. Paragraph 21 of the Lease shall be deleted and replaced with the following:

21. Paragraph 3 is deleted in its entirety and the following is substituted therefore:

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

Rent Breakdown (Years 1-2)	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	\$316,358.25	\$26,363.19
Full Service Rent	\$33.00	\$2,284,425.00	\$190,368.75

Rent Breakdown (Years 3-10)	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	\$316,358.25	\$26,363.19
Full Service Rent	\$34.50	\$2,388,262.50	\$199,021.88

Initials	
Gov't	Lessor
<i>CM</i>	<i>JE</i>

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Rent Breakdown (Years 11-15)	Per RSF	Annual Rent	Monthly Rent
Shell Rent/Without Tax	\$28.55	\$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	\$35.50	\$2,457,487.50	\$204,790.63

The cost of the 127 on-site surface visitor parking spaces; 12 on-site compact surface visitor parking spaces; 6 on-site surface handicapped parking spaces; 34 on-site secure surface parking spaces; 5 on-site secure surface GOV van parking spaces; 33 on-site inside secure parking spaces; 1 on-site inside secure handicapped parking space and a [REDACTED] with direct access into the leased premises 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 4UT0097; 5UT0051; 5UT0052. 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

VI. Paragraph 22 shall be deleted and replaced with the following:

"22. The tenant buildout will conform to the specifications in SFO 4UT0097; 5UT0051; 5UT0052 and are to be provided by the Lessor as part of the total rental payment. The tenant buildout costs of \$2,269,758.46 are amortized for a period of 120 months at 7.0%. The amortized tenant buildout costs are \$4.57 per rentable square foot."

VII. Paragraph 23 shall be deleted and replaced with the following:

"23. In accordance with Section 1.13 of SFO 4UT0097; 5UT0051; 5UT0052, the Total Broker's Commission is projected to be [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 estimated to be [REDACTED] (the "Remaining Broker's Commission"). The resulting total dollar value of the foregone commission is estimated 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. The parties agree to execute a Supplemental Lease Agreement setting forth the full nature, extent, terms, and conditions of the Total Broker's Commission, Remaining Broker's Commission, and Commission Credit to be applied against the Government's rental payment obligations under the Lease.

In the event that the rental rate is adjusted due to an increase or decrease to the tenant buildout amount, square footage, or other item resulting in a change to the gross rental amount, the Total Broker's Commission, Remaining Broker's Commission and Commission Credit shall be recalculated based on the revised base rental rate. The Remaining Broker's Commission is payable to:

Studley, Inc.
15303 N. Dallas Parkway, Suite 1200
Addison, Texas 75001

VIII. Amendment 2 to Solicitation for Offers 4UT0097; 5UT0051; 5UT0052 dated November 20, 2008, Paragraph 5 shall be deleted and replaced with the following:

“5. Section 9.0 LEASE SECURITY STANDARDS Paragraph 9.30 SECURITY DESIGN CRITERIA: SETBACK (BUILDING SHELL) (NOV 2005) is deleted in its entirety and replaced with the following:

9.30 SECURITY DESIGN CRITERIA: SETBACK (BUILDING SHELL) (NOV 2005)

The Lessor shall provide a setback distance of **50** feet as specified from the face of the building's exterior to the protected/defended perimeter (i.e., any potential point of explosion). This means the distance from the building to the curb or other boundary protected by bollards, planters or other street furniture. Such potential points of explosion may be, but are not limited to, such areas that could be accessible by any motorized vehicle (i.e., street, alley, sidewalk, driveway, parking lot).”

END OF SLA No. 2

Initials	
Gov't	Lessor
<i>OM</i>	<i>SC</i>