

## Supplemental Lease Agreement Number 1

Lease Number: LUT14515 Date: 3/18/11

Mountain America Office Building, 660 South 200 East, Salt Lake City, Utah 84111-3846

THIS AGREEMENT, made and entered into this date by and between MAOB, LLC whose address is 3212 South State Street, Salt Lake City, UT 84115-3825

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: 1) Eliminate the payment of rent for all items currently being amortized as Building Specific Security. The elimination is a result of the being eliminated from the scope of work (Security Unit Price List,

item 7). As well as the

(Security Unit

Price List, item 12) alternatively being accounted for in the Lessor's final tenant improvement price proposal. 2) Issue a partial Notice to Proceed for the construction of tenant improvements in the amount of \$1,084,388.40. Of this total, \$736,341.90 will be amortized into the rent at 7.0%, over 120 months, as originally agreed. The balance of \$348,046.50 will be reimbursed to the Lessor upon completion and acceptance of the project by the Government and upon receipt of an acceptable itemized invoice from the Lessor.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective March 14, 2011 as follows:

I. Paragraph 3 is hereby deleted in its entirety and replaced with:

The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Months	Shell	Cost of Services	Annualized Tenant Improvement Allowance	Building Specific Security	Total Annual Rent	Total Monthly Rent
6/1/11 - 5/31/21	\$255,142.17	\$126,191.00	\$ 102,594.65	\$ -	\$483,927.82	\$ 40,327.32
6/1/21 - 5/31/26	\$367,873.00	\$126,191.00	\$ -	\$ -	\$494,064.00	\$ 41,172.00

Rent shall be adjusted in accordance with the provisions of the Solicitation For Offers and General Clauses. Rent for a lesser period shall be prorated. Rent shall be made payable to:

MAOB, LLC 3212 South State Street Salt Lake City, UT 84115-3825



## II. Paragraph 17 is hereby added:

"REIMBURSABLE ITEMS: The Government agrees to reimburse \$348,046.50 to the Lessor upon completion and acceptance of the project by the government and upon receipt of an acceptable itemized invoice from the Lessor. Payment shall be forwarded to:

MAOB, LLC 3212 South State Street Salt Lake City, UT 84115-3825

The Vendor receiving payment shall issue the invoice. Additionally the invoice shall include a unique invoice number and cite the following PDN number <u>PS0019830</u> [Invoices submitted without the PDN are immediately returned to the Vendor.] Invoices shall be submitted to the Greater Southwestern Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at <u>www.finance.gsa.gov</u>. Vendors who are unable to process the invoices electronically, may mail the invoices to the following address: GSA, Greater Southwest Finance Center (7BCP), P.O. Box 17181, Fort Worth, Texas 76102."

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.

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	tration, Public Buildings Service.
	(Official Title)