

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT NO: 1

DATE:

2-22-12

TO LEASE NO. LUT14641

ADDRESS OF PREMISES: BALM LLC DBA Access Business Center, 307-309 West 2880 South, South Salt Lake, UT 84115

THIS AGREEMENT, made and entered into this date by and between: **BALM LLC DBA Access Business Center**  
whose address is: **353 1/2 W 2880 S**  
**South Salt Lake City, UT 84115-3460**

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 issue Notice to Proceed, establish the rent breakdown, establish the tenant improvements amortized into the rent, revise the commission and commission credit, to document changes to agency's scope of work, and establish the total tenant improvement costs and costs for the lump sum items due to the Lessor.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon Government execution as follows:

Paragraphs 3, 8, & 17 are hereby deleted in its entirety and the following substituted therefore & Paragraph 21 is hereby added:

3. "The Government shall pay the Lessor annual rent as follows:

- For Months 1 through 12, applied commission credit per Paragraph 16 below and free rent applied to shell rent. Annual rent in the amount of \$163,453.53 shall be paid as follows:

Year 1	Monthly	Annual
Shell	\$7,630.23	\$93,962.70
OPEX	\$3,373.70	\$40,484.43
TI Amortization	\$2,417.19	\$29,006.29
Full Service Rent	\$13,621.13	\$163,453.53

- For Months 13 through 60, annual rent in the amount of \$173,453.53 shall be paid as follows:

Years 2-5	Monthly	Annual
Shell	\$8,663.57	\$103,962.81
OPEX (plus CPI Adjustments)	\$3,373.70	\$40,484.43
TI Amortization	\$2,417.19	\$29,006.29
Full Service Rent	\$14,454.46	\$173,453.53

(Continued on next page)

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: BALM LLC DBA Access Business Center

[Redacted Signature]

(Signature)

*MANAGER*

IN PRESENCE OF

[Redacted Name]

353 1/2 W 2880 S SLC, UT  
PO BOX (Address) 520550, SLC UT 84152

UNITED STATES OF AMERICA

GENERAL SERVICES ADMINISTRATION, ROCKY MOUNTAIN REGION, PUBLIC BUILDINGS SERVICE

BY

[Redacted Signature]

CONTRACTING OFFICER

(Official Title)

*[Handwritten Initials]*  
Lessor Initials

*[Handwritten Initials]*  
Gov't Initials

- For Months 61 through 120, annual rent in the amount of \$144,447.24 shall be paid as follows:

Years 6-10	Monthly	Annual
Shell	\$8,663.57	\$103,962.81
OPEX (plus CPI Adjustments)	\$3,373.70	\$40,484.43
TI Amortization	\$00.00	\$00.00
Full Service Rent	\$12,037.27	\$144,447.24

- Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

**Balm LLC  
c/o Ben Doctorman  
P.O. Box 520550  
Salt Lake City, Utah 84152-0550**

"8. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$116,444.23 shall be amortized through the rent for five (5) years at the rate of 9%. The total annual cost of Tenant Improvements for the amortization period shall be \$29,006.29."

**"17. Commission and Commission Credit:**

The Lessor and the Broker have agreed to a cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] percent of the commission that it is entitled to receive in connection with this lease transaction (Commission Credit). The Commission Credit is [REDACTED]. The Lessor agrees to pay the commission less the Commission Credit to the broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue in equal monthly installments until fully recaptured."

"21. The total costs for tenant improvements are \$300,000.00. The total TI Allowance amortized into the rent is \$116,444.23. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$183,555.77, upon receipt of an original invoice after completion, inspection, and acceptance of the space by the Contracting Officer.

A proper invoice must include the following:

Invoice date;

Name of the Lessor as shown on the Lease;

Lease contract number, building address and description, price and quantity of the items delivered;

PDN #PS0022546 (to be provided by GSA).

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

The original invoice should be sent electronically to ([www.finance.gsa.gov](http://www.finance.gsa.gov)) and/or sent directly to the GSA Finance Office at the following address:

General Services Administration  
FTS and PBS Payment Division (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181  
(Please also email a copy to the Contracting Officer)"



Lessor Initials



Gov't Initials