

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO 4

DATE  
9/16/98

TO LEASE NO  
GS-07B-14420

whose address is 2733 East Parleys, Suite 300  
Salt Lake City, UT 84109-1462

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said lease is amended, effective- October 1, 1997, as follows:  
The purpose of this Supplemental Lease Agreement (SLA) is to incorporate the SETTLEMENT AGREEMENT dated September 16, 1998, and amend the lease accordingly.

Paragraphs 1, 2, 9 and 10 of the lease are deleted in their entirety and the following substituted therefore:

"1. The Lessor leases to the Government 272,727 square feet of space comprising 260,372 square feet of office space and 12,355 square feet of storage space and a total of 395 parking spaces which includes the 159 underground garage parking spaces except for spaces 7, 14 and 15, which are reserved for building operations and maintenance personnel, and spaces 58 and 59, which are not useable, plus 241 off site surface parking spaces. --

"2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on April 1, 1997, and ending September 30, 2007, subject to termination and renewal rights as may be hereinafter set forth."

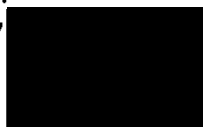
"9. The Government shall pay the lessor annual rental of \$4,937,672.50 per annum at the rate of \$411,471.71 per month in arrears. Rent for less than one month shall be prorated. Rent checks shall be made payable to: DHP Limited Partnership, 2733 East Parleys, Suite 300, Salt Lake City, UT 84109-1662."

"10. The lessor provides parking in the underground garage and within 3 blocks of the building. The parking rate for all spaces provided by DHP (not including the 87 parking spaces provided for in the lease) is currently \$65 per space per month and included in the rental. If the Lease is renewed, the parking rate for all parking provided by the lessor (not including the 87 parking spaces provided for in the Lease) shall on October 1, 2007, be adjusted at a rate of three percent (3%) per year from October 1, 1997, and shall on October 1, 2012, be further adjusted at the rate of three percent (3%) from October 1, 2007, which cumulative adjusted rates shall not exceed the market rate then in effect on October 1, 2007, and October 1, 2012, respectively, and which in no circumstances shall be less than \$45.00 per parking space."

SEE PAGE 2 FOR CONTINUATION, INCLUDING ADDITION OF PARAGRAPHS 11 and 12.

*Nadine,  
Settlement from lawsuit:  
504 x 260,372 sq ft =  
\$130,186 per annum rent increase*

*You will have to tell me how to  
input this*



*I have signed copy  
of this SLA in Dallas  
file, according to Kim.*

Paragraphs 11 and 12 are added as follows:

“11. Effective October 1, 2000, the rental shall be increased by \$130,186 per annum.”

“12. The base year for taxes is established as 1997, with the base year taxes being established at \$304,408.00 (being the average of 1997 and 1998 taxes). For the purposes of escalation the Government occupies 100% of the building.”

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:

BY \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

IN PRESENCE OF

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

UNITED STATES OF AMERICA

CONTRACTING OFFICER  
GENERAL SERVICES ADMTNISTRATTON  
819 TAYLOR ST., FT. WORTH, TX 76102

BY \_\_\_\_\_  
BETTY KING (Signature)

\_\_\_\_\_  
(Official Title)