

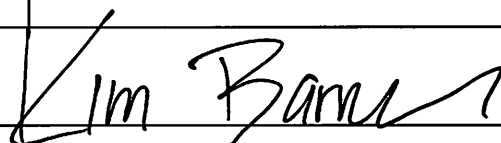
Mayor's Office: Council Agenda Item Request Form

This form and supporting documents (if applicable) are due the Wednesday before the COW meeting by noon.

Date Received (office use)	
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Date of Request	10/31/17
Requesting Staff Member	Chris Preston & Derrick Sorenson
Requested Council Date	November 7
Topic/Discussion Title	Addendum #7 to the lease between Williston Sloulin Field Pad, LLC & UFPRP, LLC (the landlord) and Salt Lake County for rental of office space at 145 E. 1300 S. for Criminal Justice Services.
Description	The attached addendum to the lease extends the term for approximately 6 more years, from 10-31-2019 until 12-31-2025. It also specifies improvements that the landlord will make to the premises, a rent increase to cover the cost of the improvements, and an amortization schedule showing the amount the tenant will be required to reimburse the landlord for the improvements if the tenant terminates the lease prior to the expiration date.
Requested Action¹	Consent
Presenter(s)	Chris Preston & Derrick Sorenson
Time Needed²	N/A
Time Sensitive³	Yes
Specific Time(s)⁴	N/A
Contact Name & Phone	Chris Preston 87782 Derrick Sorenson 80373
Please attach the supporting documentation you plan to provide for the packets to this form. While not ideal, if supporting documents are not yet ready, you can still submit them by 10 am the Friday morning prior to the COW agenda. Items without documentation may be taken off for consideration at that COW meeting.	

Mayor or Designee approval:



¹ What you will ask the Council to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in specific terms.

² Assumed to be 10 minutes unless otherwise specified.

³ Urgency that the topic to scheduled on the requested date.

⁴ If important to schedule at a specific time, list a few preferred times.

RESOLUTION NO. _____

DATE _____

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL AUTHORIZING
THE EXECUTION OF ADDENDUM NO. 7 TO THE LEASE AGREEMENT
BETWEEN WILLISTON SLOULIN FIELD PAD, LLC AND UFPRP, LLC, AND
SALT LAKE COUNTY [DIVISION OF CRIMINAL JUSTICE SERVICES –
LINCOLN PLAZA CENTER]

RECITALS

A. Salt Lake County (the “County”) is leasing real property located at the Lincoln Plaza Center, 145 East 1300 South (the “Property”), for its Division of Criminal Justice Services;

B. The Property is currently owned by Williston Sloulin Field Pad, LLC, and UFPRP, LLC (collectively the “Landlord”);

C. The term of the current lease agreement, as amended, will expire on October 31, 2019;

D. The parties desire to extend the Lease through October 31, 2025 and make other changes in accordance with Addendum No. 7 to the Lease Agreement (the “Addendum,” attached hereto as Exhibit “A”);

E. It has been determined that the best interests of the County and the general public will be served by entering into the Addendum under the terms and conditions set forth therein.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that it is in the best interests of the County to enter into the Addendum (attached hereto as Exhibit “A,” and by this reference made a part of this Resolution). The Mayor is hereby authorized and directed to sign the Addendum on behalf of the County, and to deliver the fully executed document to the County Real Estate Division for further action.

APPROVED and ADOPTED this _____ day of _____, 2017.

SALT LAKE COUNTY COUNCIL

By: _____
Steve DeBry, Chair

ATTEST:

Sherrie Swensen
Salt Lake County Clerk

Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Burdick voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Jensen voting	_____
Council Member Newton voting	_____
Council Member Snelgrove voting	_____
Council Member Wilson voting	_____

APPROVED AS TO FORM:

R. Christopher Preston
R. Christopher Preston
Deputy District Attorney
Date: 10/31/2017

EXHIBIT A

ADDENDUM NO. 7
to the
LEASE AGREEMENT
between
SALT LAKE COUNTY
and
WILLISTON SLOULIN FIELD PAD, LLC and UFPRP, LLC

THIS ADDENDUM NO. 7 (this "Addendum") between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, on behalf of its Criminal Justice Services Division ("Tenant"), and WILLISTON SLOULIN FIELD PAD, LLC, a Delaware limited liability company, and UFPRP, LLC, a Delaware limited liability company (collectively, "Landlord"), made and entered into this ____ day of _____, 2017 amends that certain Lease Agreement dated August 5, 2004 ("Original Lease") by and between Tenant and Folsom Street Associates, a California general partnership ("Original Landlord"), for the lease of approximately 40,679 square feet of office space within the Lincoln Plaza Center, 145 East 1300 South, Salt Lake County, Utah. All capitalized terms used but not defined in this Addendum have the meanings given to such terms in the Lease. This Addendum is limited to those provisions specifically set forth in the following paragraphs:

RECITALS

A. Landlord, as current successor-in-interest to Original Landlord, and Tenant are parties to the Original Lease, which has previously been modified by Addendum No. 1 dated December 23, 2004, Addendum No. 2 dated September 26, 2005, Addendum No. 3 dated January 20, 2006, Addendum No. 4 dated March 3, 2011, Addendum No. 5 dated August 20, 2013 and Addendum No. 6 dated March 17, 2015 (collectively, the "Lease"); and

B. The parties now wish to further amend the Lease as provided in this Addendum.

TERMS & CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and the obligations herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective Date. This Addendum shall become effective upon execution by both parties.

2. Length of Term. Paragraph 2.1 of the Lease is amended as follows:

The term of the Lease is extended for an additional period of six (6) years from November 1, 2019 until October 31, 2025.

3. Basic Annual Rent. Paragraph 3.1 of the Lease is amended as follows:

The Basic Rent payable through the day preceding the Trigger Date (as defined below) shall be \$48,942 per month (\$587,304 per year). The Basic Rent payable for the period from the Trigger Date through October 31, 2025 shall be \$53,187.79 per month (\$638,253.51 per year). The "Trigger Date" means the later of (a) the date of this Addendum, or (b) the date upon which Landlord completes the Landlord's Work (as defined in Section 4 below).

4. Landlord's Work. Following the date of this Addendum, Landlord shall perform the work described on Exhibit A attached to this Addendum and incorporated herein by reference, using building standard finishes and specifications ("Landlord's Work"). Tenant shall provide Landlord with access to the Leased Premises to perform Landlord's Work. The parties acknowledge and agree that Landlord's Work shall be performed while Tenant continues to occupy those portions of the Leased Premises that can be safely occupied during the performance of Landlord's Work. Tenant shall temporarily relocate Tenant's personnel and its and their personal property from affected portions of the Leased Premises as reasonably necessary to accommodate the performance of Landlord's Work in a safe and efficient manner that does not interfere with or delay the performance of Landlord's Work or create a hazardous work area. Any personal property that is not relocated shall be safeguarded by Tenant to protect it from damage in connection with the performance of Landlord's Work, and Landlord shall not be responsible for any damage that occurs due to Tenant's failure to relocate or safeguard its or its employees' personal property. The parties shall cooperate to coordinate Landlord's Work with Tenant's continued occupancy of the Leased Premises in a manner that does not interfere with or delay the performance of Landlord's Work and that reasonably minimizes interference with the continued occupancy by Tenant of the remaining portions of the Leased Premises, taking into consideration the work to be performed by Landlord. Tenant acknowledges that Landlord's Work may create inconveniences or disturbances to Tenant's occupancy of the Leased Premises, and agrees that Landlord shall not have liability for any claims by Tenant or its employees or other personnel for noise, vibrations, dust, odors, fumes, personal property damage or other negative effects arising in connection with Landlord's Work, and Tenant, on behalf of itself and its employees and other personnel, hereby releases, indemnifies, defends and holds harmless Landlord and its employees, agents and contractors from and against all claims, liabilities, costs and expenses (including reasonable attorneys' fees) relating thereto. In no event shall the performance of Landlord's Work be considered a constructive eviction or otherwise entitle Tenant to an abatement of rent under the Lease. Landlord agrees to perform Landlord's Work in a diligent and good and workmanlike manner. Landlord shall provide working drawings for the restroom remodels identified in Exhibit A to Tenant for review and approval prior to commencing that work, which approval shall not be unreasonably denied. Tenant shall be entitled to have a Tenant representative present during the performance of Landlord's Work, but the failure of Tenant to make a Tenant representative available shall not delay the performance of Landlord's Work.

5. Early Termination. Paragraph 20.2 of the Lease is hereby re-inserted into the Lease to read as follows:

“20.2 Tenant agrees that if Tenant terminates the Lease per Paragraph 20.1, then Tenant shall pay to Landlord a termination fee (“Termination Fee”) equal to the unamortized amount, as of the effective date of the termination, of the out-of-pocket costs incurred by Landlord for the Landlord’s Work described on Exhibit A attached to Addendum No. 7 and any brokerage commissions (“Commission”) paid by Landlord in connection with the extension of the Lease pursuant to Addendum No. 7. Such costs shall be amortized on a straight-line basis over the period from the Trigger Date to October 31, 2025, with interest at an interest rate of six percent (6%) per annum. The cost of the Landlord’s Work and Commission is estimated to be approximately \$599,458.00, and this amount will be used to calculate unamortized costs in the event of early termination per Paragraph 20.1. Attached as Exhibit B is an amortization table for the Termination Fee based on an assumed Trigger Date of April 1, 2018.”

6. Termination for Cause. A new Paragraph 20.3 shall be added to the Lease as follows:

“20.3 Tenant may appropriate funding to construct a new building prior to the expiration of this Lease per Paragraph 2.1. Should Tenant construct a new building to house the County’s Criminal Justice Service Division and relocate its entire Criminal Justice Service Division to such new building, Tenant may give Landlord written notice of its intent to terminate this Lease six months prior to the actual date of termination. If the actual date of termination is on or prior to October 31, 2019, then the termination of the Lease by Tenant per this Paragraph 20.3 shall be conditioned upon payment by Tenant to Landlord of the Termination Fee on or prior to the effective date of the termination. If the actual date of termination under this Paragraph 20.3 is after October 31, 2019, then there shall be no Termination Fee payable for the termination.”

7. No Other Modifications. Landlord and Tenant agree that unless specifically modified in this Addendum, the Lease remains in full force and effect, without modification.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date set forth above.

SALT LAKE COUNTY

By: _____
Mayor or Designee

APPROVED AS TO FORM:

By: R. Christopher Preston
Name: R. Christopher Preston
Deputy District Attorney
10/31/2017

WILLISTON SLOULIN FIELD PAD, LLC,
a Delaware limited liability company,

By: CCA Acquisition Company, LLC,
a California limited liability company,
managing member

By: _____
Steven H. Usdan, managing member

UFPRP, LLC, a Delaware limited liability company

By: CCA Acquisition Company, LLC,
a California limited liability company,
managing member

By: _____
Steven H. Usdan, managing member

EXHIBIT A

LANDLORD'S WORK

- 1 Rear building Wallpacks. Proposal from LMS
- 2 Remove crabapple trees along rear property line at existing parking
(approx 7)
- 3 Cut in ADA ramp(s) at Front of main building
- 4 Modify ADA curb ramp at rear (Curb Edge bid)
- 5 Pothole repair (Eckles bid)
- 6 Crack seal parking lot (Eckles bid)
- 7 Restripe lot, paint red curb (Eckles bid)
- 8 Update ADA signage (4 existing spaces at Shanghi - relocate to front), set
in bollards
- 9 Remove/replace paver in-lays along front (Curb Edge bid)
- 10 HVAC Testing and Balancing
- 11 Air diffuser vent knob
- 12 Immediate HVAC repairs based on T&B report
- 13 Replace (7) 5-ton RTU's
- 14 Electric as-built survey and due diligence for load evaluation
- 15 Electric repairs/upgrades
- 16 Remove gas stove, hood and ansul system - 2nd floor Kitchen
- 17 New electric stove - 2nd floor Kitchen
- 18 Code compliant ceiling tiles in 2nd floor Kitchen (approx 400 SF)
- 19 Remodel six (6) existing restrooms (fixtures, flooring, paint, ADA)
- 20 Remodel one (1) uni-sex restroom on 2nd floor
- 21 New carpet (upper level - all currently carpeted areas)
- 22 New carpet (lower level - all currently carpeted areas)
- 23 New blinds (upper level - all exterior windows)
- 24 New blinds (lower level - all exterior windows)
- 25 Repair or replace linoleum tile in Data Room

EXHIBIT B

AMORTIZATION TABLE FOR TERMINATION FEE

	2018	2019 to 2023	Total
Trigger Date (estimated)	4/1/2018	9	9
End of Amortization Period	10/31/2025	82	91
Number of months for amortization:	9	82	91

Seft Lake County - Amortization of Landlord's Work		
Landlord's work & Commission	\$	599,458.00
Interest Rate		6.00%
Term in mths		91

		Beg Bal	Payment	Interest	Principal	End Bal
5/1/2018	1	599,458.00	(\$8,215.53)	2,997.29	(5,218.24)	591,239.76
6/1/2018	2	591,239.76	(\$8,215.53)	2,971.20	(5,244.33)	586,995.43
7/1/2018	3	586,995.43	(\$8,215.53)	2,944.98	(5,270.55)	583,724.88
8/1/2018	4	583,724.88	(\$8,215.53)	2,918.62	(5,296.90)	578,427.98
9/1/2018	5	578,427.98	(\$8,215.53)	2,892.14	(5,323.39)	573,104.59
10/1/2018	6	573,104.59	(\$8,215.53)	2,865.52	(5,350.00)	567,754.59
11/1/2018	7	567,754.59	(\$8,215.53)	2,838.77	(5,376.75)	562,377.84
12/1/2018	8	562,377.84	(\$8,215.53)	2,811.89	(5,403.64)	556,974.20
1/1/2019	9	556,974.20	(\$8,215.53)	2,784.87	(5,430.66)	551,543.54
2/1/2019	10	551,543.54	(\$8,215.53)	2,757.72	(5,457.81)	546,085.73
3/1/2019	11	546,085.73	(\$8,215.53)	2,730.43	(5,485.10)	540,600.63
4/1/2019	12	540,600.63	(\$8,215.53)	2,703.00	(5,512.52)	535,088.11
5/1/2019	13	535,088.11	(\$8,215.53)	2,675.44	(5,540.09)	529,548.02
6/1/2019	14	529,548.02	(\$8,215.53)	2,647.74	(5,567.79)	523,980.24
7/1/2019	15	523,980.24	(\$8,215.53)	2,619.90	(5,595.63)	518,384.61
8/1/2019	16	518,384.61	(\$8,215.53)	2,591.92	(5,623.60)	512,761.00
9/1/2019	17	512,761.00	(\$8,215.53)	2,563.81	(5,651.72)	507,109.28
10/1/2019	18	507,109.28	(\$8,215.53)	2,535.55	(5,679.98)	501,429.30
11/1/2019	19	501,429.30	(\$8,215.53)	2,507.15	(5,708.38)	495,720.92
12/1/2019	20	495,720.92	(\$8,215.53)	2,478.60	(5,736.92)	489,984.00
1/1/2020	21	489,984.00	(\$8,215.53)	2,449.92	(5,765.61)	484,218.39
2/1/2020	22	484,218.39	(\$8,215.53)	2,421.09	(5,794.44)	478,423.96
3/1/2020	23	478,423.96	(\$8,215.53)	2,392.12	(5,823.41)	472,600.55
4/1/2020	24	472,600.55	(\$8,215.53)	2,363.00	(5,852.52)	466,748.02
5/1/2020	25	466,748.02	(\$8,215.53)	2,333.74	(5,881.79)	460,866.24
6/1/2020	26	460,866.24	(\$8,215.53)	2,304.33	(5,911.20)	454,955.04
7/1/2020	27	454,955.04	(\$8,215.53)	2,274.78	(5,940.75)	449,014.29
8/1/2020	28	449,014.29	(\$8,215.53)	2,245.07	(5,970.46)	443,043.83
9/1/2020	29	443,043.83	(\$8,215.53)	2,215.22	(6,000.31)	437,043.52
10/1/2020	30	437,043.52	(\$8,215.53)	2,185.22	(6,030.31)	431,013.22
11/1/2020	31	431,013.22	(\$8,215.53)	2,155.07	(6,060.46)	424,952.75
12/1/2020	32	424,952.75	(\$8,215.53)	2,124.76	(6,090.76)	418,861.99
1/1/2021	33	418,861.99	(\$8,215.53)	2,094.31	(6,121.22)	412,740.77
2/1/2021	34	412,740.77	(\$8,215.53)	2,063.70	(6,151.82)	406,588.95
3/1/2021	35	406,588.95	(\$8,215.53)	2,032.94	(6,182.59)	400,406.37
4/1/2021	36	400,406.37	(\$8,215.53)	2,002.03	(6,213.50)	394,192.87
5/1/2021	37	394,192.87	(\$8,215.53)	1,970.96	(6,244.56)	387,948.31
6/1/2021	38	387,948.31	(\$8,215.53)	1,939.74	(6,275.79)	381,672.52
7/1/2021	39	381,672.52	(\$8,215.53)	1,908.36	(6,307.16)	375,365.36
8/1/2021	40	375,365.36	(\$8,215.53)	1,876.83	(6,338.70)	369,026.66
9/1/2021	41	369,026.66	(\$8,215.53)	1,845.13	(6,370.39)	362,656.26
10/1/2021	42	362,656.26	(\$8,215.53)	1,813.28	(6,402.25)	356,254.02
11/1/2021	43	356,254.02	(\$8,215.53)	1,781.27	(6,434.26)	349,819.76
12/1/2021	44	349,819.76	(\$8,215.53)	1,749.10	(6,466.43)	343,353.33
1/1/2022	45	343,353.33	(\$8,215.53)	1,716.77	(6,498.76)	336,854.57
2/1/2022	46	336,854.57	(\$8,215.53)	1,684.27	(6,531.25)	330,323.32
3/1/2022	47	330,323.32	(\$8,215.53)	1,651.62	(6,563.91)	323,759.41
4/1/2022	48	323,759.41	(\$8,215.53)	1,618.80	(6,596.73)	317,162.68
5/1/2022	49	317,162.68	(\$8,215.53)	1,585.81	(6,629.71)	310,532.96
6/1/2022	50	310,532.96	(\$8,215.53)	1,552.66	(6,662.86)	303,870.10
7/1/2022	51	303,870.10	(\$8,215.53)	1,519.35	(6,696.18)	297,173.92
8/1/2022	52	297,173.92	(\$8,215.53)	1,485.87	(6,729.66)	290,444.27
9/1/2022	53	290,444.27	(\$8,215.53)	1,452.22	(6,763.31)	283,680.96
10/1/2022	54	283,680.96	(\$8,215.53)	1,418.40	(6,797.12)	276,883.84
11/1/2022	55	276,883.84	(\$8,215.53)	1,384.42	(6,831.11)	270,052.73
12/1/2022	56	270,052.73	(\$8,215.53)	1,350.26	(6,865.26)	263,187.47
1/1/2023	57	263,187.47	(\$8,215.53)	1,315.94	(6,899.59)	256,287.88
2/1/2023	58	256,287.88	(\$8,215.53)	1,281.44	(6,934.09)	249,353.79
3/1/2023	59	249,353.79	(\$8,215.53)	1,246.77	(6,968.76)	242,385.03
4/1/2023	60	242,385.03	(\$8,215.53)	1,211.93	(7,003.60)	235,381.43
5/1/2023	61	235,381.43	(\$8,215.53)	1,176.91	(7,038.62)	228,342.81
6/1/2023	62	228,342.81	(\$8,215.53)	1,141.71	(7,073.81)	221,268.99
7/1/2023	63	221,268.99	(\$8,215.53)	1,106.34	(7,109.18)	214,159.81
8/1/2023	64	214,159.81	(\$8,215.53)	1,070.80	(7,144.73)	207,015.08
9/1/2023	65	207,015.08	(\$8,215.53)	1,035.08	(7,180.15)	199,834.93

		Beg Bal	Payment	Interest	Principal	End Bal
						599,458.00
10/1/2023	66	199,834.63	(\$8,215.53)	999.17	(7,216.35)	192,618.28
11/1/2023	67	192,618.28	(\$8,215.53)	963.09	(7,252.44)	185,365.84
12/1/2023	68	185,365.84	(\$8,215.53)	926.83	(7,288.70)	178,077.14
1/1/2024	69	178,077.14	(\$8,215.53)	890.39	(7,325.14)	170,752.00
2/1/2024	70	170,752.00	(\$8,215.53)	853.76	(7,361.77)	163,390.24
3/1/2024	71	163,390.24	(\$8,215.53)	816.95	(7,398.58)	155,991.66
4/1/2024	72	155,991.66	(\$8,215.53)	779.96	(7,435.57)	148,556.09
5/1/2024	73	148,556.09	(\$8,215.53)	742.78	(7,472.75)	141,083.34
6/1/2024	74	141,083.34	(\$8,215.53)	705.42	(7,510.11)	133,573.23
7/1/2024	75	133,573.23	(\$8,215.53)	667.87	(7,547.66)	126,025.57
8/1/2024	76	126,025.57	(\$8,215.53)	630.13	(7,585.40)	118,440.17
9/1/2024	77	118,440.17	(\$8,215.53)	592.20	(7,623.33)	110,816.85
10/1/2024	78	110,816.85	(\$8,215.53)	554.08	(7,661.44)	103,155.40
11/1/2024	79	103,155.40	(\$8,215.53)	515.78	(7,699.75)	95,455.65
12/1/2024	80	95,455.65	(\$8,215.53)	477.28	(7,738.25)	87,717.40
1/1/2025	81	87,717.40	(\$8,215.53)	438.59	(7,776.94)	79,940.46
2/1/2025	82	79,940.46	(\$8,215.53)	399.70	(7,815.82)	72,124.64
3/1/2025	83	72,124.64	(\$8,215.53)	360.62	(7,854.90)	64,269.73
4/1/2025	84	64,269.73	(\$8,215.53)	321.35	(7,894.18)	56,375.56
5/1/2025	85	56,375.56	(\$8,215.53)	281.88	(7,933.65)	48,441.91
6/1/2025	86	48,441.91	(\$8,215.53)	242.21	(7,973.32)	40,468.59
7/1/2025	87	40,468.59	(\$8,215.53)	202.34	(8,013.18)	32,455.40
8/1/2025	88	32,455.40	(\$8,215.53)	162.28	(8,053.25)	24,402.15
9/1/2025	89	24,402.15	(\$8,215.53)	122.01	(8,093.52)	16,308.64
10/1/2025	90	16,308.64	(\$8,215.53)	81.54	(8,133.98)	8,174.65
11/1/2025	91	8,174.65	(\$8,215.53)	40.87	(8,174.65)	0.00

ADDENDUM NO. 7
to the
LEASE AGREEMENT
between
SALT LAKE COUNTY
and
WILLISTON SLOULIN FIELD PAD, LLC and UFPRP, LLC

THIS ADDENDUM NO. 7 (this "Addendum") between SALT LAKE COUNTY, a body corporate and politic of the State of Utah, on behalf of its Criminal Justice Services Division ("Tenant"), and WILLISTON SLOULIN FIELD PAD, LLC, a Delaware limited liability company, and UFPRP, LLC, a Delaware limited liability company (collectively, "Landlord"), made and entered into this ____ day of _____, 2017 amends that certain Lease Agreement dated August 5, 2004 ("Original Lease") by and between Tenant and Folsom Street Associates, a California general partnership ("Original Landlord"), for the lease of approximately 40,679 square feet of office space within the Lincoln Plaza Center, 145 East 1300 South, Salt Lake County, Utah. All capitalized terms used but not defined in this Addendum have the meanings given to such terms in the Lease. This Addendum is limited to those provisions specifically set forth in the following paragraphs:

RECITALS

A. Landlord, as current successor-in-interest to Original Landlord, and Tenant are parties to the Original Lease, which has previously been modified by Addendum No. 1 dated December 23, 2004, Addendum No. 2 dated September 26, 2005, Addendum No. 3 dated January 20, 2006, Addendum No. 4 dated March 3, 2011, Addendum No. 5 dated August 20, 2013 and Addendum No. 6 dated March 17, 2015 (collectively, the "Lease"); and

B. The parties now wish to further amend the Lease as provided in this Addendum.

TERMS & CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and the obligations herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective Date. This Addendum shall become effective upon execution by both parties.

2. Length of Term. Paragraph 2.1 of the Lease is amended as follows:

The term of the Lease is extended for an additional period of six (6) years from November 1, 2019 until October 31, 2025.

3. Basic Annual Rent. Paragraph 3.1 of the Lease is amended as follows:

The Basic Rent payable through the day preceding the Trigger Date (as defined below) shall be \$48,942 per month (\$587,304 per year). The Basic Rent payable for the period from the Trigger Date through October 31, 2025 shall be \$53,187.79 per month (\$638,253.51 per year). The "Trigger Date" means the later of (a) the date of this Addendum, or (b) the date upon which Landlord completes the Landlord's Work (as defined in Section 4 below).

4. Landlord's Work. Following the date of this Addendum, Landlord shall perform the work described on Exhibit A attached to this Addendum and incorporated herein by reference, using building standard finishes and specifications ("Landlord's Work"). Tenant shall provide Landlord with access to the Leased Premises to perform Landlord's Work. The parties acknowledge and agree that Landlord's Work shall be performed while Tenant continues to occupy those portions of the Leased Premises that can be safely occupied during the performance of Landlord's Work. Tenant shall temporarily relocate Tenant's personnel and its and their personal property from affected portions of the Leased Premises as reasonably necessary to accommodate the performance of Landlord's Work in a safe and efficient manner that does not interfere with or delay the performance of Landlord's Work or create a hazardous work area. Any personal property that is not relocated shall be safeguarded by Tenant to protect it from damage in connection with the performance of Landlord's Work, and Landlord shall not be responsible for any damage that occurs due to Tenant's failure to relocate or safeguard its or its employees' personal property. The parties shall cooperate to coordinate Landlord's Work with Tenant's continued occupancy of the Leased Premises in a manner that does not interfere with or delay the performance of Landlord's Work and that reasonably minimizes interference with the continued occupancy by Tenant of the remaining portions of the Leased Premises, taking into consideration the work to be performed by Landlord. Tenant acknowledges that Landlord's Work may create inconveniences or disturbances to Tenant's occupancy of the Leased Premises, and agrees that Landlord shall not have liability for any claims by Tenant or its employees or other personnel for noise, vibrations, dust, odors, fumes, personal property damage or other negative effects arising in connection with Landlord's Work, and Tenant, on behalf of itself and its employees and other personnel, hereby releases, indemnifies, defends and holds harmless Landlord and its employees, agents and contractors from and against all claims, liabilities, costs and expenses (including reasonable attorneys' fees) relating thereto. In no event shall the performance of Landlord's Work be considered a constructive eviction or otherwise entitle Tenant to an abatement of rent under the Lease. Landlord agrees to perform Landlord's Work in a diligent and good and workmanlike manner. Landlord shall provide working drawings for the restroom remodels identified in Exhibit A to Tenant for review and approval prior to commencing that work, which approval shall not be unreasonably denied. Tenant shall be entitled to have a Tenant representative present during the performance of Landlord's Work, but the failure of Tenant to make a Tenant representative available shall not delay the performance of Landlord's Work.

5. Early Termination. Paragraph 20.2 of the Lease is hereby re-inserted into the Lease to read as follows:

“20.2 Tenant agrees that if Tenant terminates the Lease per Paragraph 20.1, then Tenant shall pay to Landlord a termination fee (“Termination Fee”) equal to the unamortized amount, as of the effective date of the termination, of the out-of-pocket costs incurred by Landlord for the Landlord’s Work described on Exhibit A attached to Addendum No. 7 and any brokerage commissions (“Commission”) paid by Landlord in connection with the extension of the Lease pursuant to Addendum No. 7. Such costs shall be amortized on a straight-line basis over the period from the Trigger Date to October 31, 2025, with interest at an interest rate of six percent (6%) per annum. The cost of the Landlord’s Work and Commission is estimated to be approximately \$599,458.00, and this amount will be used to calculate unamortized costs in the event of early termination per Paragraph 20.1. Attached as Exhibit B is an amortization table for the Termination Fee based on an assumed Trigger Date of April 1, 2018.”

6. Termination for Cause. A new Paragraph 20.3 shall be added to the Lease as follows:

“20.3 Tenant may appropriate funding to construct a new building prior to the expiration of this Lease per Paragraph 2.1. Should Tenant construct a new building to house the County’s Criminal Justice Service Division and relocate its entire Criminal Justice Service Division to such new building, Tenant may give Landlord written notice of its intent to terminate this Lease six months prior to the actual date of termination. If the actual date of termination is on or prior to October 31, 2019, then the termination of the Lease by Tenant per this Paragraph 20.3 shall be conditioned upon payment by Tenant to Landlord of the Termination Fee on or prior to the effective date of the termination. If the actual date of termination under this Paragraph 20.3 is after October 31, 2019, then there shall be no Termination Fee payable for the termination.”

7. No Other Modifications. Landlord and Tenant agree that unless specifically modified in this Addendum, the Lease remains in full force and effect, without modification.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date set forth above.

SALT LAKE COUNTY

By: _____
Mayor or Designee

APPROVED AS TO FORM:

By: *R. Christopher Preston*
Name: *R. Christopher Preston*
Deputy District Attorney
10/31/2017

WILLISTON SLOULIN FIELD PAD, LLC,
a Delaware limited liability company,

By: CCA Acquisition Company, LLC,
a California limited liability company,
managing member

By: _____
Steven H. Usdan, managing member

UFPRP, LLC, a Delaware limited liability company

By: CCA Acquisition Company, LLC,
a California limited liability company,
managing member

By: _____
Steven H. Usdan, managing member

EXHIBIT A

LANDLORD'S WORK

- 1 Rear building Wallpacks. Proposal from LMS
- 2 Remove crabapple trees along rear property line at existing parking
(approx 7)
- 3 Cut in ADA ramp(s) at Front of main building
- 4 Modify ADA curb ramp at rear (Curb Edge bid)
- 5 Pothole repair (Eckles bid)
- 6 Crack seal parking lot (Eckles bid)
- 7 Restripe lot, paint red curb (Eckles bid)
- 8 Update ADA signage (4 existing spaces at Shanghi - relocate to front), set
in bollards
- 9 Remove/replace paver in-lays along front (Curb Edge bid)
- 10 HVAC Testing and Balancing
- 11 Air diffuser vent knob
- 12 Immediate HVAC repairs based on T&B report
- 13 Replace (7) 5-ton RTU's
- 14 Electric as-built survey and due diligence for load evaluation
- 15 Electric repairs/upgrades
- 16 Remove gas stove, hood and ansul system - 2nd floor Kitchen
- 17 New electric stove - 2nd floor Kitchen
- 18 Code compliant ceiling tiles in 2nd floor Kitchen (approx 400 SF)
- 19 Remodel six (6) existing restrooms (fixtures, flooring, paint, ADA)
- 20 Remodel one (1) uni-sex restroom on 2nd floor
- 21 New carpet (upper level - all currently carpeted areas)
- 22 New carpet (lower level - all currently carpeted areas)
- 23 New blinds (upper level - all exterior windows)
- 24 New blinds (lower level - all exterior windows)
- 25 Repair or replace linoleum tile in Data Room

EXHIBIT B

AMORTIZATION TABLE FOR TERMINATION FEE

	2018	2019 to 2025	Total
Trigger Date (estimated):	4/1/2018	9	9
End of Amortization Period:	10/31/2025	82	82
Number of months for amortization:	9	82	91

Salt Lake County - Amortization of Landlord's Work		
Landlord's work & Commission		\$ 599,458.00
Interest Rate		6.00%
Term in mths		91

		Beg Bal	Payment	Interest	Principal	End Bal
						599,458.00
5/1/2018	1	599,458.00	(\$8,215.53)	2,997.29	(5,218.24)	594,239.76
6/1/2018	2	594,239.76	(\$8,215.53)	2,971.20	(5,244.33)	588,995.43
7/1/2018	3	588,995.43	(\$8,215.53)	2,944.98	(5,270.55)	583,724.88
8/1/2018	4	583,724.88	(\$8,215.53)	2,918.62	(5,296.90)	578,427.98
9/1/2018	5	578,427.98	(\$8,215.53)	2,892.14	(5,323.39)	573,104.59
10/1/2018	6	573,104.59	(\$8,215.53)	2,865.52	(5,350.00)	567,754.59
11/1/2018	7	567,754.59	(\$8,215.53)	2,838.77	(5,376.75)	562,377.84
12/1/2018	8	562,377.84	(\$8,215.53)	2,811.89	(5,403.64)	556,974.20
1/1/2019	9	556,974.20	(\$8,215.53)	2,784.87	(5,430.66)	551,543.54
2/1/2019	10	551,543.54	(\$8,215.53)	2,757.72	(5,457.81)	546,085.73
3/1/2019	11	546,085.73	(\$8,215.53)	2,730.43	(5,485.10)	540,600.63
4/1/2019	12	540,600.63	(\$8,215.53)	2,703.00	(5,512.52)	535,088.11
5/1/2019	13	535,088.11	(\$8,215.53)	2,675.44	(5,540.09)	529,548.02
6/1/2019	14	529,548.02	(\$8,215.53)	2,647.74	(5,567.79)	523,980.24
7/1/2019	15	523,980.24	(\$8,215.53)	2,619.90	(5,595.63)	518,384.61
8/1/2019	16	518,384.61	(\$8,215.53)	2,591.92	(5,623.60)	512,761.00
9/1/2019	17	512,761.00	(\$8,215.53)	2,563.81	(5,651.72)	507,109.28
10/1/2019	18	507,109.28	(\$8,215.53)	2,535.55	(5,679.98)	501,429.30
11/1/2019	19	501,429.30	(\$8,215.53)	2,507.15	(5,708.38)	495,720.92
12/1/2019	20	495,720.92	(\$8,215.53)	2,478.60	(5,736.92)	489,984.00
1/1/2020	21	489,984.00	(\$8,215.53)	2,449.92	(5,765.61)	484,218.39
2/1/2020	22	484,218.39	(\$8,215.53)	2,421.09	(5,794.44)	478,423.96
3/1/2020	23	478,423.96	(\$8,215.53)	2,392.12	(5,823.41)	472,600.55
4/1/2020	24	472,600.55	(\$8,215.53)	2,363.00	(5,852.52)	466,748.02
5/1/2020	25	466,748.02	(\$8,215.53)	2,333.74	(5,881.79)	460,866.24
6/1/2020	26	460,866.24	(\$8,215.53)	2,304.33	(5,911.20)	454,955.04
7/1/2020	27	454,955.04	(\$8,215.53)	2,274.78	(5,940.75)	449,014.29
8/1/2020	28	449,014.29	(\$8,215.53)	2,245.07	(5,970.46)	443,043.83
9/1/2020	29	443,043.83	(\$8,215.53)	2,215.22	(6,000.31)	437,043.52
10/1/2020	30	437,043.52	(\$8,215.53)	2,185.22	(6,030.31)	431,013.22
11/1/2020	31	431,013.22	(\$8,215.53)	2,155.07	(6,060.46)	424,952.75
12/1/2020	32	424,952.75	(\$8,215.53)	2,124.76	(6,090.76)	418,861.99
1/1/2021	33	418,861.99	(\$8,215.53)	2,094.31	(6,121.22)	412,740.77
2/1/2021	34	412,740.77	(\$8,215.53)	2,063.70	(6,151.82)	406,588.95
3/1/2021	35	406,588.95	(\$8,215.53)	2,032.94	(6,182.58)	400,406.37
4/1/2021	36	400,406.37	(\$8,215.53)	2,002.03	(6,213.50)	394,192.87
5/1/2021	37	394,192.87	(\$8,215.53)	1,970.96	(6,244.56)	387,948.31
6/1/2021	38	387,948.31	(\$8,215.53)	1,939.74	(6,275.79)	381,672.52
7/1/2021	39	381,672.52	(\$8,215.53)	1,908.36	(6,307.16)	375,365.36
8/1/2021	40	375,365.36	(\$8,215.53)	1,876.83	(6,338.70)	369,026.66
9/1/2021	41	369,026.66	(\$8,215.53)	1,845.13	(6,370.39)	362,656.26
10/1/2021	42	362,656.26	(\$8,215.53)	1,813.28	(6,402.25)	356,254.02
11/1/2021	43	356,254.02	(\$8,215.53)	1,781.27	(6,434.26)	349,819.76
12/1/2021	44	349,819.76	(\$8,215.53)	1,749.10	(6,466.43)	343,353.33
1/1/2022	45	343,353.33	(\$8,215.53)	1,716.77	(6,498.76)	336,854.57
2/1/2022	46	336,854.57	(\$8,215.53)	1,684.27	(6,531.25)	330,323.32
3/1/2022	47	330,323.32	(\$8,215.53)	1,651.62	(6,563.91)	323,759.41
4/1/2022	48	323,759.41	(\$8,215.53)	1,618.80	(6,596.73)	317,162.68
5/1/2022	49	317,162.68	(\$8,215.53)	1,585.81	(6,629.71)	310,532.96
6/1/2022	50	310,532.96	(\$8,215.53)	1,552.60	(6,662.86)	303,870.10
7/1/2022	51	303,870.10	(\$8,215.53)	1,519.35	(6,696.18)	297,173.92
8/1/2022	52	297,173.92	(\$8,215.53)	1,485.87	(6,729.66)	290,444.27
9/1/2022	53	290,444.27	(\$8,215.53)	1,452.22	(6,763.31)	283,680.96
10/1/2022	54	283,680.96	(\$8,215.53)	1,418.40	(6,797.12)	276,883.84
11/1/2022	55	276,883.84	(\$8,215.53)	1,384.42	(6,831.11)	270,052.73
12/1/2022	56	270,052.73	(\$8,215.53)	1,350.26	(6,865.26)	263,187.47
1/1/2023	57	263,187.47	(\$8,215.53)	1,315.94	(6,899.59)	256,287.88
2/1/2023	58	256,287.88	(\$8,215.53)	1,281.44	(6,934.09)	249,353.79
3/1/2023	59	249,353.79	(\$8,215.53)	1,246.77	(6,968.76)	242,385.03
4/1/2023	60	242,385.03	(\$8,215.53)	1,211.93	(7,003.60)	235,381.43
5/1/2023	61	235,381.43	(\$8,215.53)	1,176.91	(7,038.62)	228,342.81
6/1/2023	62	228,342.81	(\$8,215.53)	1,141.71	(7,073.81)	221,268.99
7/1/2023	63	221,268.99	(\$8,215.53)	1,106.34	(7,109.18)	214,159.81
8/1/2023	64	214,159.81	(\$8,215.53)	1,070.80	(7,144.73)	207,015.08
9/1/2023	65	207,015.08	(\$8,215.53)	1,035.08	(7,180.45)	199,834.63

		Beg Bal	Payment	Interest	Principal	End Bal
						599,458.00
10/1/2023	66	199,834.63	(\$8,215.53)	999.17	(7,216.35)	192,618.28
11/1/2023	67	192,618.28	(\$8,215.53)	963.09	(7,252.44)	185,365.84
12/1/2023	68	185,365.84	(\$8,215.53)	926.83	(7,288.70)	178,077.14
1/1/2024	69	178,077.14	(\$8,215.53)	890.39	(7,325.14)	170,752.00
2/1/2024	70	170,752.00	(\$8,215.53)	853.76	(7,361.77)	163,390.24
3/1/2024	71	163,390.24	(\$8,215.53)	816.95	(7,398.58)	155,991.66
4/1/2024	72	155,991.66	(\$8,215.53)	779.96	(7,435.57)	148,556.09
5/1/2024	73	148,556.09	(\$8,215.53)	742.78	(7,472.75)	141,083.34
6/1/2024	74	141,083.34	(\$8,215.53)	705.42	(7,510.11)	133,573.23
7/1/2024	75	133,573.23	(\$8,215.53)	667.87	(7,547.66)	126,025.57
8/1/2024	76	126,025.57	(\$8,215.53)	630.13	(7,585.40)	118,440.17
9/1/2024	77	118,440.17	(\$8,215.53)	592.20	(7,623.33)	110,816.85
10/1/2024	78	110,816.85	(\$8,215.53)	554.08	(7,661.44)	103,155.40
11/1/2024	79	103,155.40	(\$8,215.53)	515.78	(7,699.75)	95,455.65
12/1/2024	80	95,455.65	(\$8,215.53)	477.28	(7,738.25)	87,717.40
1/1/2025	81	87,717.40	(\$8,215.53)	438.59	(7,776.94)	79,940.46
2/1/2025	82	79,940.46	(\$8,215.53)	399.70	(7,815.82)	72,124.64
3/1/2025	83	72,124.64	(\$8,215.53)	360.62	(7,854.90)	64,269.73
4/1/2025	84	64,269.73	(\$8,215.53)	321.35	(7,894.18)	56,375.56
5/1/2025	85	56,375.56	(\$8,215.53)	281.88	(7,933.65)	48,441.91
6/1/2025	86	48,441.91	(\$8,215.53)	242.21	(7,973.32)	40,468.59
7/1/2025	87	40,468.59	(\$8,215.53)	202.34	(8,013.18)	32,455.40
8/1/2025	88	32,455.40	(\$8,215.53)	162.28	(8,053.25)	24,402.15
9/1/2025	89	24,402.15	(\$8,215.53)	122.01	(8,093.52)	16,308.64
10/1/2025	90	16,308.64	(\$8,215.53)	81.54	(8,133.98)	8,174.65
11/1/2025	91	8,174.65	(\$8,215.53)	40.87	(8,174.65)	0.00