

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO 3	TO LEASE NO GS-06P-80125	DATE November 13, 2009	PAGE 1 of 7
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ADDRESS OF PREMISES
1829 Dunn Road, St. Louis, Missouri

THIS AGREEMENT, made and entered into this date by and between:

PH NARA, LLC, a Nevada Limited Liability Company, successor-in-interest to **BARRY REAL ESTATE COMPANIES, INC.**

whose address is:
100 North City Parkway, Suite 1700
Las Vegas, Nevada 89106

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

WHEREAS, the parties hereto desire to amend the above Lease as follows:

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

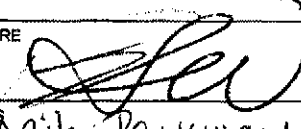
1. **CHANGE OF OWNERSHIP**

- (a) This Supplemental Lease Agreement (SLA) No. 3 documents the Government's consent, subject to any conditions set forth herein, to the sale of the Lease and all related assets and liabilities and the assumption of the Lease by PH NARA, LLC, a Nevada Limited Liability Company.
- (b) The preamble of the Lease is hereby amended to state that the Lessor is:
PH NARA, LLC
100 North City Parkway, Suite 1700
Las Vegas, Nevada 89106
- (c) Paragraph 3 of the Lease is hereby amended in part to state that rental payments shall be payable to PH NARA, LLC. The Lessor's Taxpayer Identification Number is: [REDACTED]
- (d) By virtue of a _____ Deed executed by the parties of interest and recorded on November _____, 2009 in Book _____, Page _____, Document Number _____ in the office of the Recorder of Deeds, in the real property records of St. Louis County, Missouri.

(continued on subsequent pages)

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

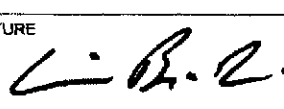
LESSOR: PH NARA, LLC, By: PH NARA MM, Inc., its manager

SIGNATURE 	NAME OF SIGNER Richard S. Worthington
ADDRESS 100 North City Parkway, Suite 1700, Las Vegas, NV 89106	

IN PRESENCE OF

SIGNATURE 	NAME OF SIGNER Jamie Thomson
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UNITED STATES OF AMERICA

SIGNATURE 	NAME OF SIGNER Eric B. Gibbs
	OFFICIAL TITLE OF SIGNER Contracting Officer

- (e) Barry Real Estate Companies, Inc. ("Barry") hereby releases the Lessee (General Services Administration) from any and all liability for rental payments, lump sum items, and reconciliation amounts which may have been paid to Barry, former Lessor, prior to execution of this SLA.
- (f) PH NARA, LLC, as Successor-Lessor, hereby assumes, approves, and adopts Lease Number GS-06P-80125, effective November 13, 2009, and agrees to be bound by, and undertakes to perform each and every term, covenant, and condition contained in the Lease. The Successor-Lessor further assumes all obligations and liabilities of all claims and demands against the prior Lessor under the Lease in all respects as if the Successor-Lessor were the original party to the Lease.
- (g) The Government's consent to the sale of the Lease and all related assets and liabilities is conditioned upon the new owner satisfying the following terms:
 - (1) In accordance with this Lease, closing on project financing shall occur no later than November 16, 2009.
 - (2) The project team shall remain substantially the same including, but not limited to the architect (HKS), engineer (Vanderweil), General Contractor (Hardin-Tarleton Joint Venture), and the developer's project management, consisting initially of team members including Matt Connolly and Charles Moody. If the Lessor requires changes be made to the project team members in the future, the Lessor shall comply with the Lease provisions concerning substitution of same.

2. RENT COMMENCEMENT; DELIVERY DATES

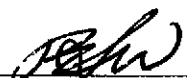
Paragraph 3.16.G. of the SFO, as amended, is hereby deleted and replaced with the following:

G. RENT COMMENCEMENT

1. The rent commencement date for each increment shall be the date on which the Government occupies such increment of space, notwithstanding any earlier determination of substantial completion or written notice of acceptance of space. In any event, the Government will not be required to occupy space, or to commence rent prior to January 15, 2011. Similarly, provided the space is substantially complete on the dates set forth below, as they may be amended, the Government may not delay commencement of rent by refusing to occupy or take possession of each increment or Phase of space as set forth in Section 2 below.
2. The projected scheduled occupancy for each increment of space is as follows, and these dates shall be considered and become the Delivery Date(s) of each increment of space, notwithstanding anything in the contrary in the Lease, provided the applicable space is substantially complete on the dates set forth below, as determined by the Government:

<p>Phase 1 April 30, 2011</p> <p>Phase 2 30 days following phase 1</p> <p>Phase 3 30 days following phase 2</p> <p>Phase 4 30 days following phase 3</p> <p>Phase 5 30 days following phase 4</p>	<p>All office and support space, docks, parking, transfer and disposal area. Two permanent bays.</p> <p>One permanent and one temporary bay</p> <p>Two archive bays</p> <p>Two archive bays</p> <p>Two transition bays</p>
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Lessor

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Government

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Phase 6 30 days following phase 5 One transition bay
Phase 7 30 days following phase 6 One transition and one archive bay
Phase 8 30 days following phase 7 Two burn bays

3. The sequence of occupancy and rent commencement for the records storage bays shall follow the sequence as defined in Exhibit A, consisting of one (1) page, of this SLA, which is attached hereto and made a part of this Lease. It is the intent of the parties that Exhibit A delivery sequence is the same as the schedule set forth above.
4. In the event any or all Phases of the space set forth above is substantially complete and capable of being accepted by the Government, the Government may elect to take occupancy prior to the dates set forth above and rent commencement date(s) and projected occupancy dates will be adjusted accordingly. This provision does not permit the Government to require the Lessor to accelerate delivery of any or all of Phases of the space.
5. Should the Lessor complete Phase 1 earlier than the date listed above, Lessor may request in writing from the Government, in accordance with the Lease, that Government occupy Phase 1 earlier than the date set forth above and that the occupancy date for each subsequent phase (i.e. Phases 2 through 8) occur every 30 days thereafter with the last Phase to be occupied on the 7 month anniversary of the occupancy date for Phase 1. In such event, the rent commencement date for each such Phase will be the scheduled occupancy date described in the preceding sentence, provided that the space is substantially completed and accepted by the Government on or prior to such scheduled occupancy date. The Government shall make the sole determination of any such change in the occupancy schedule, upon request from the Lessor, and any such change shall be memorialized in a future Supplemental Lease Agreement (SLA).
6. (a) Prior to the Government's final determination of substantial completion for the entire facility and acceptance of space thereof, as stipulated in the "Acceptance of Space" paragraph, as amended, Government will accept each increment of space upon Lessor's notice to Government that the same are substantially complete and Government inspection and acceptance of the same; such acceptance shall be made in accordance with the provisions in the Lease; but in no case shall acceptance of any increment of space require Government to occupy any increment of space sooner than the date set forth in clause 2 above (as such dates may be amended pursuant to clauses 4 or 5 above).

(b) The Government shall take physical occupancy and commence rent commensurate with the schedule set forth in clause 2 above (as the same may be amended pursuant to clauses 4 or 5 above); provided that the requirements for substantial completion have been met and the Government has made a determination of such.

3. PARTIAL ACCEPTANCE OF SPACE

Paragraph 14 of the Lease (SF-2) is hereby deleted and replaced with the following:

- (a) The Government intends to occupy the space in partial increments in accordance with the schedule in paragraph 3.16.G. of the SFO, as amended. Rent shall accrue pro rata and shall

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be based on the General Clauses, "Progressive Occupancy," Section 12, as amended, and "Payment," Section 27, with respect to each increment of space.

- (b) As space is accepted incrementally upon delivery of same, the rentable square feet shall be determined by multiplying the BOMA Office Area square feet (useable) delivered by the common area factor (which shall be determined upon final design of the space) for the building. In no case shall the total number of rentable square feet exceed 474,690.
- (c) Rental payments for each increment of space shall commence on the applicable rent commencement date, however such payment shall not become due until the first workday of the month following the month in which the Rent Commencement Date for such increment of space occurs, except that if such Rent Commencement Date for any increment of space is after the fifteenth (15th) day of the month, the first payment due date will be the first workday of the second month following the month in which the Rent Commencement Date for such increment of space occurs.

4. PAYMENT OF LUMP SUM FOR SHELL ENHANCEMENTS AND TI OVERAGES

- (a) The Government and the Lessor agree that certain changes to the scope of work may be required throughout the buildout of the space. These changes shall be memorialized in change orders, which will become part of the Lease.
- (b) Change Orders #1 through #18 are attached hereto as Exhibit B and made a part of this Lease. These change orders reflect the scope of work that will be completed by the Lessor for TI overages and shell enhancement work as required by [REDACTED]. These change orders are based on the scope described and/or referenced in Exhibit B. The total for Change Orders #1 through #18 shall not exceed \$867,354.06. Change order #17 (credit due the Government in the amount of \$94,677.00) shall be deducted from the last payment(s) made by the Government for change orders #1 through #18.
- (c) Change orders #1 through #18 are severable. Therefore, they may be paid separately upon completion of each individual change order.
- (d) In accordance with subparagraph (c) above, the Government may pay change orders #1 through #18, individually, in no more than two separate payments per change order as follows.
 - (i) Payment may be made to the Lessor for each change order when the materials required to complete the work for each change order are delivered to the construction site, or other location where construction materials may be stored locally. Prior to payment, the Government shall verify delivery of the materials by inspection performed by the Contracting Officer or designated Contracting Officer's Representative. In order to receive payment for delivery of materials to the site, the Lessor shall follow the invoicing procedures as outlined herein. The invoice for the payment of materials shall be accompanied by a copy of the invoice from the materials vendor.
 - (ii) If payment for materials is made in accordance with the above, then the remainder of payment for individual change orders may be made upon completion of work of change orders when they are deemed by the Government to be functional for their use as intended when the entire facility will be substantially complete. This may occur prior to the Government's determination of substantial completion of the

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entire facility, but shall not occur prior to Government inspection and determination of substantial completion for each individual change order.

- (iii) In no case shall the sum of the payment for materials and payment for completion of individual change orders exceed the amount of each individual change order as outlined in Exhibit B.
- (e) The Lessor shall maintain full, replacement cost insurance on all materials, including those that may have been paid for by the Government in accordance with this clause. The Lessor shall provide a certificate of insurance on Accord Form 27, or comparable, which shall name the Government as an additional insured party.
- (f) If, for any reason, the Lessor does not deliver the building to the Government by the dates required, as they may be amended, and the cause is neither excusable delay or other justifiable delay, the Lessor shall refund the Government, in whole, any payments made no later than thirty (30) days after notice of non-delivery, which shall be given by the Government only after delivery of any applicable notice(s) of default and opportunity to cure.
- (g) TI costs in excess of the TI allowance for the non-██████ tenant agencies will be reflected in a subsequent change order. Until such time that these costs are reconciled and agreed upon by the Government and Lessor, the Lessor is only obligated to provide the scope of work that is covered by the allowance amount.
- (h) This clause sets forth the parties' agreement on the price of shell enhancements and TI overages, as required by ██████, which were not included in the original scope of the Lease. This is not a notice to proceed (NTP) with tenant improvement work, but rather simply sets forth the agreed-upon price for completing such work. A separate notice to proceed will be issued in writing by the Government at a future date, in accordance with the Lease.
- (i) Payment for change orders shall become due thirty (30) days after completion of the work, acceptance by the Government, and receipt of invoice from the Lessor.
- (j) The original invoice must be sent directly to the GSA Finance Office at the following address:

General Services Administration
FTS and PBS Payments Division (7BCP)
P.O. Box 17181
Ft. Worth, TX 76102
Telephone: 817-334-2397

A copy of the invoice must be provided to the Contracting Officer:

General Services Administration
Eric B. Gibbs
East Leasing Services Branch (6PRE)
1500 East Bannister Road
Kansas City, MO 64131-3088

Proper invoice must include:

- Invoice date
- Name of the Lessor exactly as shown on the lease
- GSA PDN # PS0015783 noted at the top of the invoice

INITIALS:

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Lessor

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Government

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- "Remit to:" address same as Lessor's address shown on the lease
- Lease contract number and building address
- Supplemental Lease Agreement number
- Description, price and quantity of property and services actually delivered and rendered.

If the invoice is not submitted on company letterhead, it must be signed by a person with authority to bind the Lessor.

5. **WAIVER OF CLAIMS FOR DELAY**

The parties to the Lease hereby release, acquit, and forever discharge each other from any and all liability, claims, action, causes of action, demands, and damages relating to delays for any reason on this lease from the date of award to the effective date of this supplemental lease agreement, except as specifically reserved herein; provided, however, nothing in this clause shall release the Lessor of its obligation to obtain financing, or carry out any other obligations or duties as required by the Lease, in accordance with the terms set forth herein.

6. **ACCEPTANCE OF SPACE**

(a) Paragraph 3.16.F.2. of the SFO is hereby deleted and replaced with the following:

"2. Before the Government will accept any increment of space, the Lessor shall provide to the Contracting Officer 1) evidence of the issuance of a building permit incorporating the construction of required improvements pertaining to such increment of space and 2) a copy of the Certificate of Occupancy or Temporary Certificate of Occupancy as determined by the Authority Having Jurisdiction."

(b) Paragraph 3.16.F.3. is hereby amended to add the following:

"This 30-day period shall commence upon the Government's acceptance of the applicable increment of space as substantially complete in accordance with the terms of the Lease."

(c) Paragraph 3.16.F.4. is hereby added as follows:

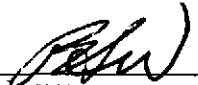

"4. Upon determination of substantial completion by the Government as defined in this Lease, the Government shall issue written notice of acceptance of space to the Lessor and a Statement of Lease in accordance with the provisions of Section 5 of the 3517X. This written notice shall be independent of occupancy of space and rent commencement, which shall occur as stipulated in this Lease."

7. **OPPORTUNITY TO CURE**

Notwithstanding anything to the contrary set forth in Clauses 11, 15, and/or 16 of the Credit Lease General Clauses (Form 3517X), in the event of the Lessor's inability to cure, and upon notice by the Government, provided in accordance with Clauses 11, 15, and/or 16, if the Lessor or the first mortgagee, on behalf of the Lessor, is diligently pursuing such cure, then the Government shall hold in abeyance for a reasonable amount of time its rights otherwise provided in Clauses 11, 15, and/or 16.

8. **PROGRESSIVE OCCUPANCY**

Clause number 12 of the General Clauses (3517X) is hereby deleted and replaced with the following:

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