

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO.	TO LEASE NO	DATE	PAGE
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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**

whose address is a Nevada Limited Liability Company
100 N. City Parkway, Suite 1700
Las Vegas, Nevada 89106-4610

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter 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 _____, as follows:

The word "effective" directly above was deleted prior to signature by either party.

1. CHANGE ORDER SUMMARY LIST

Exhibit A (consisting of 2 pages), Change Order Summary List is attached hereto and made a part of this Lease. This exhibit supersedes and replaces any other change order summary lists that may have previously been a part of this lease.

2. LUMP SUM CHANGE ORDERS

- Change orders 20 and 21, as listed in Exhibit A and further detailed in Exhibit B (consisting of 35 pages), Notice to Proceed, dated September 23, 2010, are hereby incorporated into and made a part of this lease. The cost for each change order shall not exceed the cost represented in the "Final Cost" column of Exhibit A.
- Change orders 22 through 34 contain conformed set changes and tenant improvement allowance overages of non-██████ agencies. These are listed in Exhibit A and further detailed in Exhibit B and Exhibit C (consisting of 14 pages), Non-██████ Tenant Agency Tenant Improvements. The cost for each change order shall not exceed the cost represented for each overage as represented for each agency in Exhibit C.
- Change orders 35 through 37 contain credits due the Government. These are listed in Exhibit A and further detailed in Exhibit D (consisting of 13 pages).
- The total cost of change orders 20 through 37 shall not exceed \$203,574.89. The total cost for each individual change order shall not exceed the dollar amount in the "Final Cost" column for each individual change order on Exhibit A.

(Pages 2, 3 and Exhibits A through F are attached and made a part hereof)

All other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.**LESSOR: PH NARA, LLC**

SIGNATURE

NAME OF SIGNER

BRADLEY SHAL

ADDRESS

100 City Parkway, Ste 1700, Las Vegas, NV 89106

IN THE PRESENCE OF (SIGNATURE)

NAME OF SIGNER

Christine Natale

UNITED STATES OF AMERICA, GENERAL SERVICES ADMINISTRATION, PBS/REALTY SERVICES DIVISION

SIGNATURE

NAME OF SIGNER

Eric B. Gibbs

OFFICIAL TITLE OF SIGNER

Lease Contracting Officer

- e. All change orders are severable. Therefore, they may be paid separately upon completion of each individual change order, in accordance with the invoicing and payment terms set forth herein.
- f. Payment for change orders 20 through 37 shall become due thirty (30) days after completion of the work, acceptance by the Government, and receipt of invoice from the Lessor.

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)
Real Estate Acquisition Division
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 #.** This is the number that begins with "PS" as shown next to each change order in the attached exhibits. If multiple change orders are being invoiced simultaneously, the invoice must list each change order separately, with each corresponding "PS" number.
- "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 the person(s) with whom the lease contract is made.

3. SHELL RENT INCREASE FOR CHANGE ORDER 38

- a. The shell rent portion of the base rent for this lease is hereby increased by \$105,869.39 annually (\$0.223028482 per rentable square foot) in exchange for an additional 136 parking spaces and all services and maintenance for the additional parking spaces for the term of the lease. Exhibit E (consisting of 16 pages) is the notice to proceed for this work, dated November 12, 2010, which details the scope and negotiated costs for this work, and is hereby incorporated into and made a part of this lease.
- b. Paragraph 3 of the lease, as amended, is hereby further amended to state that the annual rent is now \$9,362,324.39; at a rate of \$780,193.70 per calendar month.
- c. Paragraph 9.A.1.i. of the Lease, Shell Rent, as amended, is hereby further amended as follows:
- | | |
|----------------|---------------|
| <u>Shell</u> | |
| \$7,247,280.77 | Annual Rental |
| \$15.267397186 | Rate/RSF |
- d. Paragraph 9.B. of the Lease, Total Base Rent, as amended, is hereby further amended as follows:
- | | |
|----------------|---------------|
| \$8,053,342.39 | Annual Rental |
| \$16.965477238 | Rate/RSF |

INITIALS:

BR & EBG
Lessor Government

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e. Paragraph 9.D. of the Lease, Fully Serviced Rental, as amended, is hereby further amended as follows:

\$9,362,324.39 Annual Rental
\$19.723028482 Rate/RSF

- f. Paragraph 10 of the Lease (Sheet 2F), as amended, is hereby further amended to replace Sheet 2F with Exhibit F (consisting of 1 page). This rent spreadsheet supersedes and replaces any previous rent breakouts in this Lease, as well as the rent spreadsheet included in the notice to proceed Exhibit D.
- g. The parties agree that a total allowance (including hard costs and markups) of \$80,548.49 (quantity of 250 tons; \$322.19 per ton) is included in the shell rent increase for change order 38 to provide lime stabilization as necessary for the additional parking areas. This allowance is a time and material not to exceed allowance. The balance, if any, of the allowance not used for the additional parking spaces, along with the associated mark-up and fees on the allowance, will be credited back to the Government as a shell rent adjustment prior to occupancy of the facility. The credit to the Government shall be \$322.20 per ton not used under 250 tons, discounted off the total price of the change order. The total cost will then be re-amortized using the same terms to arrive at the new shell rate adjustment for parking. The Lessor shall provide the Government with invoices and other applicable documentation showing amount of lime used on the additional parking areas. Other parking areas on the site shall not receive lime treatments using this allowance. Any lime work above this allowance amount will be provided at no additional cost to the Government.
- h. Completion of the installation of these additional parking spaces shall occur not later than the Phase 1 date of occupancy as defined in this Lease, which is concurrent with the originally contracted parking lot(s) for the facility.
- i. Additional parking spaces shall conform to all requirements and standards for construction and maintenance as defined in the lease.

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