


GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT
NO. 12

DATE

7.11.12

TO LEASE NO.
GS-09B-02541

ADDRESS OF PREMISES  San Diego Building
10385 Vista Sorrento Parkway
San Diego, CA 92121

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

PH FBI SD, LLC.

Whose address is: 100 City Parkway, Suite 1700
Las Vegas, NV 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.



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

Supplemental Lease Agreement Number 12 is hereby issued to reflect change orders requested by the Government.

Paragraph Number 43. is hereby added to the lease contract as follows:

Any future scope changes will be memorialized via a future change order and future Supplemental Lease Agreement (SLA).

43. The Lessor shall provide all labor, materials, to furnish and install all changes identified under Tenant Work Request (TWR) #83, 86, 88 and 109 as identified in the Tenant Work Request (TWR) Log. Attachment A -- Tenant Work Request Log dated 6/28/12

TWR #83 – Addition of kitchen hood above cooktop in break room:
TWR #86 – Provide (2) emt between the VSF Electrical Room and the Guard Desk
TWR #88 – Provide :
TWR #109 – Additional surface mounted electrical conduit in comms rooms: 

Total Lumpsum to Lessor under SLA #12 is: **\$15,129.00**

All other terms and conditions remain the same

Continued on page 2

Payment for lump sum costs associated with reimbursable work items; the Lessor is hereby notified that the Lessor submit for Lump Sum Payments, an original and one copy of the invoice for the reimbursable work items, including the annotation of PS Number "PS 0023962," on the invoice covering SLA #12. The original invoice shall be remitted to:

GSA, Greater Southwest Finance Center (7BCP)
P.O. Box 17181
Ft. Worth, TX 76102

A copy of the invoice shall be concurrently submitted to the GSA Contracting Officer at:
GSA, Real Estate Division (9P1PR)
600 Las Vegas Blvd., South, Suite 600
Las Vegas, NV 89101

Title to any and all alterations and tenant improvements for which the Government will make a "Lumpsum" or any type of payment shall vest in the government. The Government at any time can remove these items. The Lessor waives restoration in connection with these items. Unless the Government has removed the items from the premises, the Lessor shall remain responsible for maintenance and repair of all items provided by the Lessor under this lease. If after the lease term or any extensions, or succeeding lease term, the Government elects to abandon these items in place title shall pass to the Lessor.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: PHEBUS D, LLC

BY

Vice President
(Official Title)

IN THE

BY

MANAGEMENT ASSISTANT
(Official Title)

UNITED STATES OF AMERICA - GENERAL SERVICES ADMINISTRATION

BY

Contracting Officer

(Signature)

(Official Title)

7.11.12