

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT  
**NO. 4**

DATE  
11.10.11

TO LEASE NO.  
GS-09B-02541

ADDRESS OF PREMISES [REDACTED] 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 4** is hereby issued to reflect change orders requested by the government, which shall be deducted from the Lessor's \$500,000.00 allowance as identified in Paragraph 7. M. of the lease.

**Paragraph Number 35.** is hereby added to the lease contract as follows:

35. The Lessor shall provide all labor, materials, professional design fees and permits to furnish, install and maintain all changes identified in Tenant Work Request ( TWR) #**'s 53 and 56 as identified on the Tenant Work Request (TWR) Log.** Attachment A – TWR Log The reference changes are to furnish and install as follows:

TWR #53 – Add two (2) 30' trench drains at the Annex Building between lines A/A3 and AB/AF :

Allowance Deduction: [REDACTED]

TWR #56 – Additional Design Services to incorporate the San Diego [REDACTED] requirement into the current project :

Allowance Deduction: [REDACTED]

**Total Amount of Deduction from Lease Lessor Allowance for SLA #4: \$155,588.00**

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.

All other terms and conditions remain the same

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

LESSOR

BY


  
Principal In Charge / President  
(Official Title)

IN THE PRESENCE OF (witnessed by)

  
(Signature)

Contractor  
(Official Title)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

  
(Signature)

Contracting Officer

(Official Title)